

# **BOARD OF COMMISSIONERS MEETING**

In-Person and Electronic Meeting October 04, 2022 at 11:00 AM

# AGENDA

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

CALL TO ORDER

**ROLL CALL** 

**INVOCATION** 

### **APPROVE AGENDA**

### **PUBLIC COMMENT**

Public comments will be accepted through the following Zoom Meeting https://us02web.zoom.us/j/3125521102 Meeting ID: 312 552 1102

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.

- <u>1.</u> Approval of September 6, 2022 Commission Meeting Minutes
- 2. Approval of September 3,2022 to September 29, 2022 Check Registers
- 3. Approval of \$7,480.05 in Small Purchases, \$4,918.66 for Weed Spray Chemicals for the Weed Department and \$2,561.39 for a new Gate Opener for the Public Safety Department
- 4. Approval and Appointment of Dalin Tait as a Board Member for the Tourism Tax Advisory Board
- 5. Approval of the Appointment of Marjorie Storland representing La Sal to serve as a Board Member on Library Board

- <u>6.</u> Appointment of Ann Austin to fill the final Planning Commission vacancy representing Spanish Valley whose term will expire December 31, 2026.
- 7. Approval of US Immigration and Customs Amendment of Solicitation/Modification of Contract De-obligating \$120.00
- 8. Approval and Renewal of the 2022 State Homeland Security Grant Program, Tammy Gallegos, Emergency Manager
- 9. Approval of Simpleview Customer Relationship Management Renewal Agreement
- 10. Approval and Renewal of the Visa Destination Insights Contract Domestic and International
- 11. Approval and Renewal of the Utah.com 2022-2023 Campaign Contract for Utah's Canyon Country, San Juan County Tourism Campaign

# **RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS**

12. Presentation on Removal Project to Mitigate Uranium Exposure on Two Separate BLM sites near La Sal, By Marti McComb, With the EPA

# **PUBLIC HEARING**

13. Consideration and Approval of the Public Safety Remodel and Expansion Application Scope of Work and Funding Request to the Permanent Community Impact Fund Board (CIB) Grant and Loan Program for \$26,055,695, Mack McDonald, Chief Administrative Officer

# **BUSINESS/ACTION**

- 14. CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE SAN JUAN COUNTY COMMSSION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS, by Mack McDonald, Chief Administrative Officer
- 15. CONSIDERATION AND APPROVAL OF RESOLUTION OF APPOINTMENT OF A SAN JUAN COUNTY REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE FOR THE UTAH COUNTIES INDEMITY POOL ANNUAL MEMBERSHIP MEETING, Mack McDonald, Chief Administrative Officer
- **16.** CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS EXPRESSING OUR GRATITUDE AND APPRECIATION FOR THE STATE OF UTAH, BOTH FORMER AND CURRENT GOVERNOR HERBERT AND GOVERNOR COX, THE LIEUTENANT GOVERNOR DEIDRE HENDERSON, LARRY ECHO HAWK, REPRESENTATIVE PHIL LYMAN, THE NAVAJO NATION'S PRESIDENT NEZ, THE CHURCH OF JESUS CHRIST, THE CITY OF BLANDING, THE NAVAJO TRIBAL UTILITY AUTHORITY AND THE UTAH ASSOCIATED MUNICIPAL POWER SYSTEM AS WELL AS THE EFFORTS OF THOSE WESTWATER COMMUNITY MEMBERS IN ASSISTING WITH PROVIDING ELECTRICITY TO THE WESTWATER COMMUNITY, Commissioner Willie Grayeyes.

- 17. CONSIDERATION AND APPROVAL OF A RESOLUTION EXPRESSING OUR SUPPORT OF SERAPHINE WARREN IN WALKING FROM CARLYLE, AZ TO WASHINGTON, D.C. IN HONOR OF HER AUNT, ELLA MAE BEGAY, AND TO BRING ATTENTION TO CRISIS OF MISSING AND MURDERED INDIGENOUS WOMEN, Commissioner Kenneth Maryboy
- <u>18.</u> Consideration and Approval of Dingell Act Exchange, Cooperating Agency Request, Mack McDonald
- <u>19.</u> Consideration and Approval of a Agreement with Earthdiver, LLC for the San Juan County Trails and Camping Content Webpages. Mack McDonald, Chief Administrative Officer
- 20. Consideration and Approval of the Payment Processing Agreement with CSG Forte Payments, Inc for the Landfill Credit Card Payment System, Jed Tate, Landfill Manager
- 21. Consideration and Approval of Change of Vendor for Purchase of 2 Mack Dump Trucks for \$484,484.00, This is a Modification of the Request Originally Approved on 06/21/2022, Changing Vendors Will Save \$15,516, TJ Adair, Road Superintendent
- 22. CONSIDERATION AND ADOPTION OF A RESOLUTION APPROVING THE COOPERATIVE AGREEMENT NO. A17AC000\_\_\_ COOPERATIVE AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF INDIAN AFFAIRS, NAVAJO REGION AND SAN JUAN COUNTY, Todd Adair, Road Superintendent
- 23. Consideration and Approval of the Interlocal Agreement for the Westwater Infrastructure Design for \$457,000 with the Navajo Tribal Utility Authority for the Westwater Design. Mack McDonald, Chief Administrative Officer.
- 24. Ratification of the Local Assistance and Tribal Consistency Fund Award Terms and Conditions for Eligible Revenue Sharing County Governments. Mack McDonald, Chief Administrative Officer
- 25. Consideration and Approval of Spanish Trail Estates, Phase 1, Lot 11 Amended, Scott Burton Planning and Zoning Director
- 26. Consideration and Approval of Werner Estates Subdivision Amendment No. 1, Scott Burton Planning and Zoning Director
- 27. Consideration and Approval of Westwater Subdivision Amendment No. 1, Scott Burton Planning and Zoning Director
- 28. Consideration and Approval of Hummingbird Nest Subdivision Amendment 1, Scott Burton Planning and Zoning Director
- 29. Consideration and Approval of Coates II Subdivision Amendment 2, Scott Burton Planning and Zoning Director

<u>30.</u> Consideration and Recommendation for Overnight Accommodations Overlay Application, Stephen Howard, Red Rock Earth Movers, Terrence Thompson, TNT Real Estate Investments Inc., Scott Burton Planning and Zoning Director

# **BOARD OF EQUALIZATION**

- <u>31.</u> Consideration and Approval of 2022 Low Income Abatement & Homeowner's Tax Credit, By Lyman Duncan, Clerk/Auditor
- 32. Board of Equalization Hearing & Assessor Adjustments, by Rick Meyer, County Assessor

# **COMMISSION REPORTS**

# ADJOURNMENT

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

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



# **BOARD OF COMMISSIONERS MEETING**

In-Person and Electronic Meeting September 06, 2022 at 11:00 AM

# MINUTES

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

Audio: https://www.utah.gov/pmn/files/886877.MP3

Video: <u>https://www.youtube.com/watch?v=M\_YHphXciAk</u>

CALL TO ORDER

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

Commission Chair Grayeyes called the meeting to order at 11:02 a.m.

**ROLL CALL** 

Time Stamp 0:00:40 (audio & video)

**PRESENT** Commission Chair Willie Grayeyes Commission Vice-Chair Bruce Adams **ABSENT** Commissioner Kenneth Maryboy

# **INVOCATION**

Time Stamp 0:00:35 (audio & video) Invocation offered by Lyman W. Duncan

# **APPROVE AGENDA**

# Time Stamp 0:01:34 (audio & video)

Mack presented the Agenda for review and approval by the Commissioners.

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

# **PUBLIC COMMENT**

Public comments will be accepted through the following Zoom 552 Meetinghttps://us02web.zoom.us/j/3125521102 1102 Meeting ID: 312 One tap mobile+16699006833

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

#### Time Stamp 0:10:27 (audio & video)

Mack opened the meeting for Public comment.

No one online or in person offered any public comments.

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

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

#### Time Stamp 0:12:23 (audio & video)

- 1. Approval of August 16, 2022 Commission Meeting Minutes
- 2. Approval of Check Registers from August 12 to September 2, 2022
- Approval of Small Purchases: \$2,248.78 for SpendPro C mailing equipment, \$5,750.00 for Car Cameras, for the Sheriff's Office, \$5,000.00 Advanced Medical Emergency Technician Audit, \$12,000.00 COVID-19 after action report, for the Public Health Department, \$8,780.00 for Diagnostic Tools, \$3,264 for RAZR engine rebuild, \$19,040.00 Gooseneck Trailer, for the Road Department and \$1,764.00 for Gear oil, for the Landfill Total \$57,846.78
- 4. Approval of Renewal Contracts with GBS for Insurance Consulting Services through the 2023 Calendar Year.
- 5. Approval of Under Canvas Alcohol Local Consent Form Allows Vendor to file for a license with DABC. Vendor Application will be presented for Commission approval later this year.
- 6. Approval of Letter of Support from the San Juan County Board of Commissioners to support the Cultural Capital Grant of \$350,000 to upgrade the Boiler System in the San Juan County Historic Courthouse. The maximum amount of the grant award is \$350,000, and San Juan County would have to provide the balance of \$147,550 to complete the project based on the estimate.

- 7. Approval of 2019-2023 Environment, Policy and Improved Clinical Care (EPICC) San Juan Health Department Amendment 10
- 8. Approval of Public Health Crisis Response Workforce Supplemental Grant Contract for State Fiscal Year 2022 – San Juan County Amendment 1
- 9. Approval of San Juan County Immunizations 2019 Amendment 3

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

#### **RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS**

#### **BUSINESS/ACTION**

10. Consideration and Approval of Cooperating Agency, BLM Gunnison Sage-grouse RMP Amendment, Nick Sandberg, Public Lands Coordinator

#### Time Stamp 0:27:10 (audio & video)

Nick Sandberg presented the MOU for the Amendment. He stated that 96% of the Sage Grouse territory in the County is on private land.

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

11. Consideration and Approval of Capture Adventure Media Film Retainer Scope of Work and Contract Renewal by Elaine Gizler, Economic Development, and Visitor Services Director.

#### Time Stamp 0:33:48 (audio & video)

Elaine Gizler presented the scope of the contract renewal. Deborah McKee was presented to the Commission. She is an Intern student from USU-Blanding.

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

12. Consideration and Approval of San Juan County Mud Springs Trail by Elaine Gizler, Economic Development, and Visitor Services Director.

#### Time Stamp 0:37:12 (audio & video)

Item #12 to be tabled until Public Noticing can occur. Deborah McKee, Intern from USU Blanding was introduced to the Commission and to the public.

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

13. CONSIDERATION AND APPROVAL OF AN ORDINANCE ESTABLISHING THE METHOD, RULES, AND PROCEDURES FOR CONDUCTING THE ANNUAL TAX SALE AND ALLOCATING ADMINISTRATIVE COSTS TO DELIQUENT PROPERTY IN SAN JUAN COUNTY AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH. Lyman Duncan, San Juan County Clerk/Auditor

#### Time Stamp 0:45:36 (audio & video)

Lyman W. Duncan, Clerk/Auditor presented the new Tax Sale Ordinance for the Commissioners to review and approve.

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

14. Consideration and Approval of a Notice of Award to Earthdiver LLC for the San Juan County Trails and Camping Content Webpages. Mack McDonald, Chief Administrative Officer

#### Time Stamp 0:50:36 (audio & video)

Mack presented the notice of award with Earthdiver LLC for promoting the trails within San Juan County.

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

#### **COMMISSION REPORTS**

#### Time Stamp 0:54:06 (audio & video)

No reports were offered.

#### **EXECUTIVE SESSION**

#### **Time Stamp 0:54:50**

To enter into Executive Session

Motion made by Commission Vice-Chair Adams, Seconded by Commission Chairman Grayeyes.

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

To Come out of Executive Session

#### Time Stamp 12:49 p.m.

Motion made by Commission Vice-Chair Adams, Seconded by Commission Chairman Grayeyes.

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

In Accordance with the Utah Open and Public Meetings Act, UCA 52-4-205(b), A Closed Executive Session to Discuss Collective Bargaining;

In Accordance with the Utah Open and Public Meetings Act, UCA 52-4-205(c), A Closed Executive Session for a Strategy Session to Discuss Pending or Reasonably Imminent Litigation.

#### ADJOURNMENT

#### Time Stamp 12:52 p.m.

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

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

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

APPROVED:

San Juan County Board of County Commissioners

ATTEST:

San Juan County Clerk/Auditor

DATE:

DATE:

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Abbott Laboratories Abbott Laboratories	122833 122833	615804086 615804086	09/19/2022 09/19/2022	09/20/2022 09/20/2022	498.90 498.90 \$997.80	Blanding Senior Citizens Blanding Senior Citizens	104679610 - Miscellaneous Supplie 104680610 - Miscellaneous Supplie
Abbott Laboratories	122891	615350722	09/26/2022	09/27/2022	237.00	SJC Aging	104679610 - Miscellaneous Supplie
					\$1,234.80		
Acumen Fiscal Agent LLC	122699	34242	09/07/2022	09/07/2022	1,641.56	SJC Aging	104685615 - Contracts
					\$1,641.56		
Adams, Fielding	122700	2022090215080	09/06/2022	09/07/2022	287.50	Fire Fighting	104220121 - Temporary Wages
				-	\$287.50		
Adept LLC	122701	1164	09/07/2022	09/07/2022	2,000.00	Airplane Hanger Door	104166260 - Buildings and Grounds
				-	\$2,000.00		
Amazon Capital Services Amazon Capital Services Amazon Capital Services Amazon Capital Services	122702 122702 122702 122702 122702	16CX-4HKR-C63 16CX-4HKR-C63 19KD-KM39-1N 1NNN-LW1J-4P	09/06/2022 09/06/2022 09/06/2022 09/06/2022	09/07/2022 09/07/2022 09/07/2022 09/07/2022	39.96 739.22	SJC Road Dept SJC Road Dept SJC Road Dept SJC Road Dept	214414260 - Buildings and Grounds 214414240 - Office Expense 214412250 - Equipment Operation 214412250 - Equipment Operation
Amazon Capital Services	122772	1VYM-LHX4-4FF	09/12/2022	09/12/2022	59.98	Public Health	255298.480 - COVID Vaccine Vulner
Amazon Capital Services Amazon Capital Services Amazon Capital Services Amazon Capital Services Amazon Capital Services	122834 122834 122834 122834 122834 122834	14JR-GNMX-HP 14JR-GNMX-HP 1LDM-Y6W6-9J 1LDM-Y6W6-9J 1XV9-94WT-HF	09/19/2022 09/19/2022 09/19/2022 09/19/2022 09/19/2022	09/20/2022 09/20/2022 09/20/2022 09/20/2022 09/20/2022	90.44 49.98 95.00	SJC Road Dept SJC Road Dept SJC Road Dept SJC Road Dept SJC Road Dept	214412250 - Equipment Operation 104256250 - Equipment Operation 214414260 - Buildings and Grounds 104256250 - Equipment Operation 214412250 - Equipment Operation
Amazon Capital Services Amazon Capital Services Amazon Capital Services	122892 122892 122892	1GCK-MLJT-LFY 1GLF-Q3T3-CX 1WTL-TFHT-TG	09/26/2022 09/26/2022 09/26/2022	09/27/2022 09/27/2022 09/27/2022	68.87 19.50 \$227.87	SJC Road Dept SJC Road Dept SJC Road Dept	214412250 - Equipment Operation 214412250 - Equipment Operation 214412250 - Equipment Operation
Amerigas Propane LP Amerigas Propane LP	122893 122893	3140683780 805466141	09/26/2022 09/26/2022	09/27/2022 09/27/2022 -		200752247 200787762	104225270 - Utilities 104225270 - Utilities
Ana's La Sal Store	122835	703186	09/19/2022	09/20/2022		La Sal Senior Center	104678110 - Salaries and Wages
Apex Screen Print	122894	302950	09/26/2022	09/27/2022	<b>\$17.55</b> 259.70	SJC EC DEV	104193490 - Advertising and Promot
	122007	002000	00/20/2022		\$259.70		To Too Too - Adventising and Fromot
Applied Concepts Inc.	122836	407234	09/19/2022	09/20/2022	3,250.00	SJC Sheriff's	104211610 - Miscellaneous Supplies
				Page	<b>\$3,250.00</b>		9/29/2022 0 10 M

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Artistic Sign Design	122773	scan	09/12/2022	09/12/2022	75.22	Stickers for Station Door	264350260 - Buildings and Grounds
				-	\$75.22		
Atene, Elias	122837	EVPH0914222	09/19/2022	09/20/2022	400.00	Tobacco Compliance Checks	255062.310 - Tobacco Compliance
					\$400.00		
Atlas Scale Co. Inc.	122838	3862	09/19/2022	09/20/2022		SJC Fair	104620310 - Professional and Tech
Atlas Scale Co. Inc.	122838	3863	09/20/2022	09/20/2022		SJC Landfill	574424250 - Equipment Operation
					\$1,900.00		
	100-00			~~ /~~ /~~ ~~	\$1,900.00		
Badback, Cindy	122703	2022090612484	09/07/2022	09/07/2022		LIAISON	104173620 - Miscellaneous Service
					\$361.20		
BCM One	122774	2022090916525	09/12/2022	09/12/2022	879.77	639024028	104151280 - Telephone
					\$879.77		
Begay, Jay	122839	23F08-T-012	09/19/2022	09/20/2022	263.74	Travel reimbursement	104211230 - Travel Expense
					\$263.74		
Best Deal Spring Inc.	122704	20016472-00	09/06/2022	09/07/2022		SJC Road Dept	214412250 - Equipment Operation
Best Deal Spring Inc.	122704	20016615-00	09/06/2022	09/07/2022	<u>-192.00</u> \$249.09	SJC Road Dept	214412250 - Equipment Operation
					\$249.09		
Blanding City	122705	2022083013500	09/07/2022	09/07/2022		501683003 Blanding Senior Center	104672270 - Utilities
Blanding City	122705	2022090109341	09/06/2022	09/07/2022	702.28	501683003 Blanding Senior Center	104672270 - Utilities
Blanding City Blanding City	122705 122705	20220901100031 20220901100034	09/06/2022 09/06/2022	09/07/2022 09/07/2022		551751001 - 1091 S Main 551750001 - 1049 S Main	214414270 - Utilities 214414270 - Utilities
Blanding City	122705	20220901100034	09/06/2022	09/07/2022		501820007	104163270 - Utilities
Blanding City	122705	2022090612463	09/06/2022	09/07/2022		501640001 Blanding Library	724168270 - Utilities
					\$3,112.29		
Blanding City Blanding City	122775 122775	2022090917572 BC20220825125	09/12/2022 09/12/2022	09/12/2022 09/12/2022	143.62	500790001 Blanding Ambulance Garage 553343140 Public Health	264350270 - Utilities 255007.270 - Indirect Admin Utilities
Dianoing City	122115	D020220023123	03/12/2022	03/12/2022	\$845.26		
Blanding City	122840	399928	09/19/2022	09/20/2022		Wellness	255710.210 - Wellness Subscription
					\$6,143.86		
Blanding City Police Dept	122895	23F08-P-003	09/27/2022	09/27/2022		Straight time reimbursement for Task Force	104211110 - Salaries and Wages
					\$2,031.20	5	
Blomquist Hale Consulting Group I	122706	SEP22842	09/06/2022	09/07/2022	784.80	Employee Assistance Coverage	104965140 - Other Employee Benefi
			00,00,20 <b>2</b>		\$784.80		
Blue Mountain Foods	122707	116949	09/06/2022	09/07/2022		SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods Blue Mountain Foods	122707	116954	09/06/2022	09/07/2022	39.44	SJC Aging	104677323 - Meals - Monticello

11

Page 2

	Reference	Invoice	Invoice	Devreent			
Payee Name	Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Blue Mountain Foods	122707	116960	09/06/2022	09/07/2022		SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	122707	116982	09/06/2022	09/07/2022		SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	122707	116983	09/06/2022	09/07/2022		SJC Aging	104677329 - Meals - Bluff
Blue Mountain Foods	122707	116986	09/06/2022	09/07/2022		SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	122707	116993	09/06/2022	09/07/2022		SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	122707	116998	09/06/2022	09/07/2022		SJC Aging	104677328 - Meals - La Sal
Blue Mountain Foods	122707	116999	09/06/2022	09/07/2022		SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	122707	117000	09/06/2022	09/07/2022		SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	122707	117014	09/06/2022	09/07/2022		SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	122707	117027	09/06/2022	09/07/2022		SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	122707	117031	09/06/2022	09/07/2022		SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	122707	117037	09/06/2022	09/07/2022		SJC Aging	104678328 - Meals - Monticello
Blue Mountain Foods	122707	117042	09/06/2022	09/07/2022		SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	122707	117056	09/06/2022	09/07/2022	24.33	SJC Aging	104677328 - Meals - La Sal
Blue Mountain Foods	122707	117062	09/06/2022	09/07/2022		SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	122707	117070	09/06/2022	09/07/2022		SJC Aging	104678328 - Meals - Monticello
Blue Mountain Foods	122707	117083	09/06/2022	09/07/2022		SJC Aging	104677329 - Meals - Ea Sal
Blue Mountain Foods	122707	117094	09/06/2022	09/07/2022		SJC Aging	104677323 - Meals - Bluin 104677323 - Meals - Monticello
Blue Mountain Foods	122707	117098	09/06/2022	09/07/2022		SJC Aging	104677328 - Meals - Monticello
Blue Mountain Foods		117104	09/06/2022	09/07/2022			104678323 - Meals - La Sal 104678323 - Meals - Monticello
	122707					SJC Aging	
Blue Mountain Foods	122707	117113	09/06/2022	09/07/2022		SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	122707	117120	09/06/2022	09/07/2022		SJC EMS	264350610 - Miscellaneous Supplie
Blue Mountain Foods	122707	117124	09/06/2022	09/07/2022		SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	122707	117226	09/06/2022	09/07/2022 _		SJC Road Dept	214412250 - Equipment Operation
					\$1,056.17		
Blue Mountain Foods	122776	117316	09/12/2022	09/12/2022	31.64	SJC Sheriff Dept	104230480 - Kitchen Food
Blue Mountain Foods	122776	117367	09/12/2022	09/12/2022	50.51	SJC Sheriff Dept	104230480 - Kitchen Food
				-	\$82.15		
Dive Merentain Faarla	400044	447440	00/40/0000	00/00/0000			04444440 Other Freedows Daries
Blue Mountain Foods	122841	117442	09/19/2022	09/20/2022	61.31		214414140 - Other Employee Benefi
Blue Mountain Foods	122841	117450	09/19/2022	09/20/2022	55.54	SJC Road Dept	214414140 - Other Employee Benefi
					\$116.85		
Blue Mountain Foods	122896	117141	09/26/2022	09/27/2022	59.63	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	122896	117142	09/26/2022	09/27/2022		SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	122896	117143	09/26/2022	09/27/2022		SJC Fair	104620240 - Office Expense
Blue Mountain Foods	122896	117144	09/26/2022	09/27/2022	4.29	SJC Fair	104620240 - Office Expense
Blue Mountain Foods	122896	117147	09/26/2022	09/27/2022		SJC Fair	104620240 - Office Expense
Blue Mountain Foods	122896	117149	09/26/2022	09/27/2022	2.69	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	122896	117151	09/26/2022	09/27/2022		SJC Aging	104677328 - Meals - La Sal
Blue Mountain Foods	122896	117154	09/26/2022	09/27/2022		SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	122896	117159	09/26/2022	09/27/2022		SJC Fair	104620240 - Office Expense
Blue Mountain Foods	122896	117162	09/26/2022	09/27/2022		SJC Fair	104620240 - Office Expense
Blue Mountain Foods	122896	117167	09/26/2022	09/27/2022		SJC Fair	104620240 - Office Expense
Blue Mountain Foods	122896	117168	09/26/2022	09/27/2022		SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	122896	117174	09/26/2022	09/27/2022		SJC Fair	104620240 - Office Expense
Blue Mountain Foods	122896	117180	09/26/2022	09/27/2022		SJC Fair	104620240 - Office Expense
Blue Mountain Foods	122896	117188	09/26/2022	09/27/2022		SJC Aging	104677323 - Meals - Monticello
					·····		

9/29/2022 (

12

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Blue Mountain Foods	122896	117190	09/26/2022	09/27/2022	131.88	SJC Aging	104677329 - Meals - Bluff
Blue Mountain Foods	122896	117199	09/26/2022	09/27/2022		SJC Aging	104677328 - Meals - La Sal
Blue Mountain Foods	122896	117204	09/26/2022	09/27/2022		SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	122896	117205	09/26/2022	09/27/2022	53.61	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	122896	117211	09/26/2022	09/27/2022	8.38	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	122896	117213	09/26/2022	09/27/2022		SJC Aging	104677328 - Meals - La Sal
Blue Mountain Foods	122896	117223	09/26/2022	09/27/2022	36.68	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	122896	117225	09/26/2022	09/27/2022	93.96	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	122896	117234	09/26/2022	09/27/2022		SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	122896	117235	09/26/2022	09/27/2022	17.51	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	122896	117240	09/26/2022	09/27/2022	13.41	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	122896	117245	09/26/2022	09/27/2022		SJC Aging	104677328 - Meals - La Sal
Blue Mountain Foods	122896	117251	09/26/2022	09/27/2022		SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	122896	117266	09/26/2022	09/27/2022		SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	122896	117268	09/26/2022	09/27/2022		SJC Aging	104677329 - Meals - Bluff
Blue Mountain Foods	122896	117274	09/26/2022	09/27/2022		SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	122896	117281	09/26/2022	09/27/2022		SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	122896	117282	09/26/2022	09/27/2022	32.82	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	122896	117298	09/26/2022	09/27/2022		SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	122896	117299	09/26/2022	09/27/2022		SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	122896	117317	09/26/2022	09/27/2022		SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	122896	117319	09/26/2022	09/27/2022		SJC Aging	104677329 - Meals - Bluff
Blue Mountain Foods	122896	117331	09/26/2022	09/27/2022		SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	122896	117342	09/26/2022	09/27/2022		SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	122896	117424	09/26/2022	09/27/2022		SJC Jail	104230480 - Kitchen Food
Blue Mountain Foods	122896	117446	09/26/2022	09/27/2022		SJC Jail	104230480 - Kitchen Food
	122000		00/20/2022		\$1,649.96		
				-	\$2,905.13		
Blue Mountain Meats Inc.	122708	20220831161617	09/06/2022	09/07/2022	-98.32	Statement Credit	104678329 - Meals - Bluff
Blue Mountain Meats Inc.	122708	415907	09/06/2022	09/07/2022		SJC Aging	104678329 - Meals - Bluff
Blue Mountain Meats Inc.	122708	417703	09/06/2022	09/07/2022		SJC Aging	104678329 - Meals - Bluff
Blue Mountain Meats Inc.	122708	418353	09/06/2022	09/07/2022		SJC Aging	104677329 - Meals - Bluff
Blue Mountain Meats Inc.	122708	418353	09/06/2022	09/07/2022		SJC Aging	104678329 - Meals - Bluff
Blue Mountain Meats Inc.	122708	420015	09/06/2022	09/07/2022		SJC Aging	104677329 - Meals - Bluff
Blue Mountain Meats Inc.	122708	420465	09/06/2022	09/07/2022		SJC Aging	104677329 - Meals - Bluff
Blue Mountain Meats Inc.	122708	420465	09/06/2022	09/07/2022		SJC Aging	104678329 - Meals - Bluff
Dide Mountain Meals inc.	122700	420403	03/00/2022		\$681.05		104070329 - Meais - Didii
Blue Mountain Meats Inc.	122842	423219	09/19/2022	09/20/2022	79.39	SJC Road dept	214414140 - Other Employee Benefi
					\$760.44		
Bluff Water Works	122897	9576	09/26/2022	09/27/2022		Bluff Fire Sation	104225270 - Utilities
	122037	3370	03/20/2022		\$25.00		10+225270 - Otinics
Bound Tree Medical LCC	122709	20220801CR	08/04/2022	09/07/2022		SJC Ambulance Service	264350610 - Miscellaneous Supplie
Bound Tree Medical LCC Bound Tree Medical LCC	122709	20220801CR 84667711	08/04/2022	09/07/2022	-33.50 297.00		264350610 - Miscellaneous Supplie 264350610 - Miscellaneous Supplie
	122103		00/00/2022	00/01/2022	\$263.50		20-0000 ro - Miscellaneous oupplie
				Page	\$263.50		9/29/2022 0 M

13

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Brantley Distributing LLC.	122710	22172690	09/06/2022	09/07/2022	309.20		214412250 - Equipment Operation
Brantley Distributing LLC.	122710	PI0006498	09/07/2022	09/07/2022	<u>719.45</u> \$1,028.65	SJC Road	214412250 - Equipment Operation
Brantley Distributing LLC.	122898	22175130	09/26/2022	09/27/2022		SJC Road	214412251 - Gas, Oil and Grease
Brantley Distributing LLC.	122898	22175130	09/26/2022	09/27/2022		SJC Road	214412250 - Equipment Operation
Brantley Distributing LLC.	122898	22175220	09/26/2022	09/27/2022	146.10	SJC Road	214412250 - Equipment Operation
Brantley Distributing LLC.	122898	P10006588	09/26/2022	09/27/2022		SJC Road	214412250 - Equipment Operation
				-	\$1,149.70		
					\$2,178.35		
Brooks, Benaiah	122711	2022090215074	09/06/2022	09/07/2022	100.00	Fire Fighting	104220121 - Temporary Wages
					\$100.00		
Burgess, Ann Marie	122899	2022092609321	09/27/2022	09/27/2022	65.00	TRAVEL REIMBURSMENT	104134230 - Travel Expense
				-	\$65.00		
Burgess, Gene	122843	2022091514352	09/19/2022	09/20/2022	45.00	Travel Reimbursement	214414230 - Travel Expense
				-	\$45.00		
Bushore III, Bruce	122712	2022090215075	09/06/2022	09/07/2022	125.00	Fire Fighting	104220121 - Temporary Wages
				-	\$125.00		
Capital One Trade Credit	122900	50554946	09/26/2022	09/27/2022	384.00	SJC Road Dept 126496	214412250 - Equipment Operation
				-	\$384.00		
Carlson, Brittney	122901	BC92122	09/27/2022	09/27/2022	68.00	Travel Reimbursement	255310.230 - PHEP Preparedness T
				-	\$68.00		
Century Link	122902	2022092609341	09/27/2022	09/27/2022	212.87	435-867-3752 606B	104232310 - Professional and Tech
				-	\$212.87		
Certified Laboratories	122713	7915906	09/06/2022	09/07/2022	410.57	SJC Road Dept.	214412250 - Equipment Operation
Certified Laboratories	122713	7915906	09/06/2022	09/07/2022		SJC Road Dept.	214412251 - Gas, Oil and Grease
					\$888.90		
Certified Laboratories	122844	7926536	09/19/2022	09/20/2022		SJC Road Dept.	214412251 - Gas, Oil and Grease
Certified Laboratories	122844	7926683	09/19/2022	09/20/2022	\$9,586.05	SJC Road Dept.	214412250 - Equipment Operation
				-	\$10,474.95		
Chamberlain, Ramona	122903	2022092609321	09/26/2022	09/27/2022		Library Board Meeting	724580620 - Miscellaneous Service
,				-	\$50.00		
Cintas Corporation #108	122714	4128902738	09/06/2022	09/07/2022		SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	122714	4128902738	09/06/2022	09/07/2022	52.73	SJC Road Dept	102229000 - Other Deductions Paya
Cintas Corporation #108	122714	4129567195	09/06/2022	09/07/2022		SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	122714	4129567195	09/06/2022	09/07/2022	<u>52.73</u> \$177.92	SJC Road Dept	102229000 - Other Deductions Paya
				Page			9/29/2022 0 M

14

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Cintas Corporation #108	122777	4130261819	09/12/2022	09/12/2022		SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	122777	4130261819	09/12/2022	09/12/2022	<u> </u>	SJC Road Dept	102229000 - Other Deductions Paya
Cintas Corporation #108	122845	4130954910	09/19/2022	09/20/2022		SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	122845	4130954910	09/19/2022	09/20/2022	52.73	SJC Road Dept	102229000 - Other Deductions Paya
					\$92.13		
Cintas Corporation #108 Cintas Corporation #108	122904 122904	4131626557 4131626557	09/26/2022 09/26/2022	09/27/2022 09/27/2022	33.06 52.73	SJC Road Dept SJC Road Dept	214414260 - Buildings and Grounds 102229000 - Other Deductions Paya
Cintas Corporation #100	122904	4131020337	09/20/2022	09/21/2022 -	\$85.79	Sie Road Dept	102223000 - Other Deductions Faya
				-	\$447.97		
Clark, Sharmayne	122778	2022090916435	09/12/2022	09/12/2022		Alternatives	104679615 - Contracts
,,,,,,,					\$560.00		
Codale Electric Supply Inc.	122905	S7871489.001	09/26/2022	09/27/2022		SJC Emergency	104225260 - Buildings and Grounds
Codale Electric Supply Inc.	122905	S7882552.001	09/26/2022	09/27/2022		SJC Public Safety	104166260 - Buildings and Grounds
					\$458.92		
				-	\$458.92		
Cody, Lucille	122906	2022092609321	09/26/2022	09/27/2022	50.00	Library Board Meeting	724580620 - Miscellaneous Service
				-	\$50.00		
Collins, Catherine	122779	2022090916433	09/12/2022	09/12/2022	560.00	Alternatives	104679615 - Contracts
				-	\$560.00		
Comfort at Home Care LLC	122780	300-	09/12/2022	09/12/2022	2,531.04	SJC Aging	104684615 - Contracts
				-	\$2,531.04		
CPI Foods Inc	122907	091322077	09/26/2022	09/27/2022		SJC Aging	104680610 - Miscellaneous Supplie
CPI Foods Inc	122907	091322077	09/26/2022	09/27/2022		SJC Aging	104679610 - Miscellaneous Supplie
				-	\$938.68		
					\$938.68		
Dailey, Carolyn	122908	2022092609321	09/26/2022	09/27/2022		Library Board Meeting	724580620 - Miscellaneous Service
					\$50.00		
Dee, Elsie	122715	2022090612485	09/07/2022	09/07/2022	1,500.00	Election Liaison	104173620 - Miscellaneous Service
					\$1,500.00		
Dept of Health and Human Service	122846	23EM000116	09/19/2022	09/20/2022	1,020.00	SJC Ambulance	264350310 - Professional and Tech
Dept of Health and Human Service	122847	23FN000037	09/19/2022	09/20/2022	204.00	San Juan Public Health	255013.980 - Vital Statistics Intergov
				-	\$1,224.00		
Desert Rose Inn & Cabins	122909	198549	09/27/2022	09/27/2022		SJC Economic Developement	104193480 - Special Department Su
Desert Rose Inn & Cabins	122909	198583	09/27/2022	09/27/2022	<u>1,282.78</u> \$3,808.78	SJC Economic Developement	104193480 - Special Department Su
				Page			9/29/2022 0 15 M

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Dominion Energy	122716	20220831161529	09/06/2022	09/07/2022		6063860000 Central Rd	104255270 - Utilities
Dominion Energy	122716	20220831161536	09/06/2022	09/07/2022		4922180000 835 E Central Office	104255270 - Utilities
Dominion Energy	122716	2022090612463	09/06/2022	09/07/2022		6843860000 117 S Main	104161270 - Utilities
Dominion Energy	122716	2022090612463	09/06/2022	09/07/2022		3153860000 264 S 100 E	104165270 - Utilities
Dominion Energy	122716	2022090612463	09/06/2022	09/07/2022		7643860000 80 N Main St	724167270 - Utilities
Dominion Energy Dominion Energy	122716 122716	2022090612463 2022090612463	09/06/2022 09/06/2022	09/07/2022 09/07/2022	7.16	2922180000 835 E Central Book 0922180000 835 E Central Fair	104161270 - Utilities 104620270 - Utilities
Dominion Energy	122710	2022090012403	09/00/2022	09/01/2022	\$80.47		104020270 - Otinites
Dominion Energy	122781	2022090916414	09/12/2022	09/12/2022	7.62	7624767442 881 E Center	104225270 - Utilities
Dominion Energy	122781	2022090917572	09/12/2022	09/12/2022	21.16	8743860000 96 W 100 S	264350270 - Utilities
					\$28.78		
					\$109.25		
DTS - State of Utah DTS - State of Utah	122717 122717	2301R21500000 2302R24900000	09/07/2022 09/07/2022	09/07/2022 09/07/2022		SJC Attorney SJC Attorney	104145482 - Law Library Supplies 104145482 - Law Library Supplies
DTS - State of Otali	122717	2302R24900000	09/07/2022	09/07/2022	\$532.10	SJC Allonley	104145462 - Law Library Supplies
DTS - State of Utah	122910	2302R24900000	09/27/2022	09/27/2022	694.25	SJC Sheriffs Office	104232310 - Professional and Tech
				•	\$1,226.35		
Earthgrains Baking Company	122782	8527229000060	09/12/2022	09/12/2022	. ,	SJC Jail	104230480 - Kitchen Food
Earthgrains Baking Company	122911	8527229000064	09/27/2022	09/27/2022		SJC Sheriff	104230480 - Kitchen Food
Earthgrains Baking Company	122911	8527229000067	09/27/2022	09/27/2022		SJC Sheriff	104230480 - Kitchen Food
					\$103.60		
					\$177.60		
EFTPS - IRS	EFT	PR090422-575	09/09/2022	09/09/2022		Medicare Tax	102221000 - FICA Payable
EFTPS - IRS	EFT	PR090422-575	09/09/2022	09/09/2022		Federal Income Tax	102222000 - Federal Tax W/H Paya
EFTPS - IRS	EFT	PR090422-575	09/09/2022	09/09/2022		Social Security Tax	102221000 - FICA Payable
EFTPS - IRS	EFT	PR091822-575	09/23/2022	09/23/2022	- /	Medicare Tax	102221000 - FICA Payable
EFTPS - IRS	EFT	PR091822-575	09/23/2022	09/23/2022		Federal Income Tax	102222000 - Federal Tax W/H Paya
EFTPS - IRS	EFT	PR091822-575	09/23/2022	09/23/2022	,	Social Security Tax	102221000 - FICA Payable
EFTPS - IRS	EFT EFT	PR091822-575	09/26/2022 09/26/2022	09/26/2022 09/26/2022		Medicare Tax	102221000 - FICA Payable
EFTPS - IRS EFTPS - IRS	EFT	PR091822-575 PR091822-575	09/26/2022	09/26/2022	2,507.94	Social Security Tax Federal Income Tax	102221000 - FICA Payable 102222000 - Federal Tax W/H Paya
LFTF5-INS		FIX091022-373	09/20/2022	09/20/2022	\$128,243.19		102222000 - Federal Tax Will Faya
					\$128,243.19		
Emery Telcom	122718	20220901161117	09/07/2022	09/07/2022	365.24	3431000 SJC EMS	264350280 - Telephone
Emery Telcom	122783	2278SZ10001.03	09/12/2022	09/12/2022	2,041.08	2278.S.100	104574615 - Contracts
Emery Telcom	122848	2022091315281	09/19/2022	09/20/2022	182.64	3431000 SJC EMS	264350280 - Telephone
Emery Telcom	122848	2022091616334	09/19/2022	09/20/2022	205.82	3514200 SJC Blanding Seniors	104672270 - Utilities
Emery Telcom	122848	2022091616335	09/19/2022	09/20/2022	93.71	988500 - SJC Emergency Services	104255270 - Utilities
					\$482.17		
Emery Telcom	122912	2022092609345	09/27/2022	09/27/2022	93.71	987300 - SJC Public Safety	104230350 - State Prisoner Expens
				Page	\$ <b>2,982.20</b>		9/29/2022 0 16 M

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Empire Electric Assoc. Inc.	122719	20220901100215	09/07/2022	09/07/2022	61.95	•	214414270 - Utilities
Empire Electric Assoc. Inc.	122719	2022090612463	09/07/2022	09/07/2022	47.38	6135 - Airport Hangar Hwy 191	104213270 - Utilities
Empire Electric Assoc. Inc.	122719	2022090612463	09/07/2022	09/07/2022	43.91		104161270 - Utilities
Empire Electric Assoc. Inc.	122719	2022090612463	09/07/2022	09/07/2022		9579029 - 264 S 100 E	104165270 - Utilities
Empire Electric Assoc. Inc.	122719	2022090612463	09/07/2022	09/07/2022		9579027 - 96 W 100 S	264350270 - Utilities
Empire Electric Assoc. Inc.	122719	2022090612463	09/07/2022	09/07/2022		9579020 - 917 E Center Fairgrounds	104620270 - Utilities
Empire Electric Assoc. Inc.	122719	2022090612463	09/07/2022	09/07/2022		9579019 - Fairgrounds Conces	104620270 - Utilities
Empire Electric Assoc. Inc.	122719	2022090612463	09/07/2022	09/07/2022	179.10	9579005 - Hwy 491 Shop	104225270 - Utilities
Empire Electric Assoc. Inc.	122719	2022090612463	09/07/2022	09/07/2022	337.75	9579006 - PO Box 338	104225270 - Utilities
Empire Electric Assoc. Inc.	122719	2022090612463	09/07/2022	09/07/2022		9579003 - 80 N Main St	724167270 - Utilities
Empire Electric Assoc. Inc.	122719	2022090612463	09/07/2022	09/07/2022		9579004 - 117 S Main	104161270 - Utilities
Empire Electric Assoc. Inc.	122719	2022090612463	09/07/2022	09/07/2022	46.22	9579007 - Fire C	104225270 - Utilities
Empire Electric Assoc. Inc.	122719	2022090612463	09/07/2022	09/07/2022		9579010 - Fire DP - Cedar Point	104225270 - Utilities
Empire Electric Assoc. Inc.	122719	2022090612463	09/07/2022	09/07/2022	1,124.88		104574270 - Utilities
					\$5,005.18	, , , , , , , , , , , , , , , , , , ,	
Empire Electric Assoc. Inc.	122913	2022092207322	09/26/2022	09/27/2022	1,175.40	25395 - 885 E Center St	214414270 - Utilities
				-	\$6,180.58		
Equitable Financial Equi-vest	122914	2022092909321	09/27/2022	09/27/2022	360.00	Payroll Deductions	102225000 - Equivest
				-	\$360.00		
Farmers Telecommunications Inc	122784	2022090916413	09/12/2022	09/12/2022	109.98	6921 Cedar Point Volunteer Fire	104225280 - Telephone
				-	\$109.98		
Fastenal Company	122720	COBAY2152	09/07/2022	09/07/2022	542.81	SJC Road	214412250 - Equipment Operation
Fastenal Company	122720	COBAY2153	09/07/2022	09/07/2022	351.70	SJC Road	214412250 - Equipment Operation
				-	\$894.51		
Fastenal Company	122785	COBAY72322	09/12/2022	09/12/2022		SJC Road	214412250 - Equipment Operation
Fastenal Company	122785	COBAY72323	09/12/2022	09/12/2022		SJC Road	214412250 - Equipment Operation
	100015	000 00/70540	00/07/0000	00/07/0000	\$830.03		
Fastenal Company Fastenal Company	122915 122915	COBAY72512 COBAY72513	09/27/2022 09/27/2022	09/27/2022 09/27/2022		SJC Road SJC Road	214412250 - Equipment Operation 214412250 - Equipment Operation
					\$611.15		
				-	\$2,335.69		
Ford, Genevieve	122916	2022092609321	09/26/2022	09/27/2022	50.00	Library Board Meeting	724580620 - Miscellaneous Service
				-	\$50.00		
Four Corners Welding & Gas	122786	GR00169818	09/12/2022	09/12/2022	37.00	SJC Landfill	574424610 - Miscellaneous Supplie
Four Corners Welding & Gas	122786	GR00169819	09/12/2022	09/12/2022	135.00		214412250 - Equipment Operation
· · · · · · · · · · · · · · · · · · ·					\$172.00		
				-	\$172.00		
Four States Tire & Service	122721	363611	09/06/2022	09/07/2022	209.40	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	122721	364094	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation

9/29/2022 (

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Four States Tire & Service	122721	364096	09/06/2022	09/07/2022	436.00	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	122721	364644	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Four States Tire & Service	122721	364645	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Four States Tire & Service	122721	364814	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
				-	\$1,126.96		
Four States Tire & Service	122787	360718-	09/12/2022	09/12/2022		SJC Road	214412250 - Equipment Operation
Four States Tire & Service	122787	363919	09/12/2022	09/12/2022		SJC Road	214412250 - Equipment Operation
Four States Tire & Service	122787	365288	09/12/2022	09/12/2022		SJC Road	214412250 - Equipment Operation
					\$678.22		
Four States Tire & Service	122849	365492	09/19/2022	09/20/2022	1,797.70	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	122849	365493	09/19/2022	09/20/2022	255.79	SJC Road	214412250 - Equipment Operation
				-	\$2,053.49		
				-	\$3,858.67		
Frontier	122917	2022092213121	09/26/2022	09/27/2022	214.20	435-651-3351-082400-8	104225280 - Telephone
Frontier	122917	2022092213130	09/26/2022	09/27/2022	263.36	435-727-3440-062308-8	104225280 - Telephone
					\$477.56		
				-	\$477.56		
Fuel Network	122850	F2302E00961	09/19/2022	09/20/2022	-5,867.84	SJC Fuel Bill	214412251 - Gas, Oil and Grease
Fuel Network	122850	F2302E00961	09/19/2022	09/20/2022	-3,159.60	SJC Fuel Bill	104210251 - Gas, Oil and Grease
Fuel Network	122850	F2302E00961	09/19/2022	09/20/2022	71.12	SJC Fuel Bill	104193251 - Gas, Oil and Grease
Fuel Network	122850	F2302E00961	09/19/2022	09/20/2022	99.47	SJC Fuel Bill	104620251 - Gas, Oil and Grease
Fuel Network	122850	F2302E00961	09/19/2022	09/20/2022		SJC Fuel Bill	104146251 - Gas, Oil and Grease
Fuel Network	122850	F2302E00961	09/19/2022	09/20/2022		SJC Fuel Bill	724581251 - Gas, Oil and Grease
Fuel Network	122850	F2302E00961	09/19/2022	09/20/2022		SJC Fuel Bill	104147251 - Gas, Oil and Grease
Fuel Network	122850	F2302E00961	09/19/2022	09/20/2022		SJC Fuel Bill	104242251 - Gas, Oil and Grease
Fuel Network	122850	F2302E00961	09/19/2022	09/20/2022		SJC Fuel Bill	104166251 - Gas, Oil and Grease
Fuel Network	122850	F2302E00961	09/19/2022	09/20/2022		SJC Fuel Bill	574424251 - Gas, Oil and Grease
Fuel Network	122850	F2302E00961	09/19/2022	09/20/2022		SJC Fuel Bill	104111251 - Gas, Oil and Grease
Fuel Network	122850	F2302E00961	09/19/2022	09/20/2022		SJC Fuel Bill	264350251 - Gas, Oil and Grease
Fuel Network	122850	F2302E00961	09/19/2022	09/20/2022		SJC Fuel Bill	255012.251 - Local General Health
Fuel Network	122850	F2302E00961	09/19/2022	09/20/2022		SJC Fuel Bill	104225251 - Gas, Oil and Grease
Fuel Network	122850	F2302E00961	09/19/2022	09/20/2022	,	SJC Fuel Bill	214412251 - Gas, Oil and Grease
Fuel Network	122850	F2302E00961	09/19/2022	09/20/2022		SJC Fuel Bill	104256251 - Gas, Oil and Grease
Fuel Network	122850	F2302E00961	09/19/2022	09/20/2022	,	SJC Fuel Bill	104672251 - Gas, Oil and Grease
Fuel Network	122850	F2302E00961	09/19/2022	09/20/2022		SJC Fuel Bill	104210251 - Gas, Oil and Grease
Fuel Network	122850	F2302E00961	09/19/2022	09/20/2022		SJC Fuel Bill	214412251 - Gas, Oil and Grease
				-	\$64,687.42		
					\$64,687.42		
Gallegos, David Cruz	122722	2022090215073	09/06/2022	09/07/2022		Fire Control	104220121 - Temporary Wages
					\$75.00		
Giddings, Brayden	122788	2022090916525	09/12/2022	09/12/2022	160.00	Travel Reimbursement	104210230 - Travel Expense

18

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Giddings, Brayden	122918	2022092609321	09/27/2022	09/27/2022	185.00	Travel Reimbursement	104210230 - Travel Expense
				-	\$345.00		
GIS Planning	122789	2120813657	09/12/2022	09/12/2022	1,123.75	SJC Economic Dev	104192615 - Contracts
					\$1,123.75		
Gizler, Elaine	122919	2022092609354	09/27/2022	09/27/2022	48.51	TRAVEL REIMBURSEMENT	104193230 - Travel Expense
					\$48.51		
GoodSource Solutions	122920	SI0542386	09/27/2022	09/27/2022		San Juan County Jail	104230480 - Kitchen Food
					\$319.20		
Grainger	122921	9439318123	09/26/2022	09/27/2022		SJC Road Dept	214414260 - Buildings and Grounds
	100051				\$62.49		
Grand County Emergency Medical	122851	EMS22-0235	09/19/2022	09/20/2022		SJC Ambulance	264350330 - Employee Education
Quantization	100000	110100	00/07/0000	00/07/0000	\$152.00		
Granicus	122922	149188	09/27/2022	09/27/2022		Host Compliance Ad	104193210 - Subscriptions and Me
	400050	000004000000	00/40/2022	00/00/0000	\$13,860.00		
Grayeyes, Willie	122852	2022091908262	09/19/2022	09/20/2022	,	Travel Reimbursement	104111230 - Travel Expense
Grayson Storage	122853	GS91422	09/19/2022	09/20/2022	\$1,204.65	San Juan Public Health	255310.260 - PHEP Preparedness
Grayson Storage	122055	6391422	09/19/2022	09/20/2022	\$80.00		2000 THEF FIEPAIeuliess
Green, Jim	122723	2022090215074	09/06/2022	09/07/2022		Fire Fighting	104220121 - Temporary Wages
	122120	2022030213074	00/00/2022		\$75.00	The Fighting	104220121 - Tomporary Wages
H&E Equipment Services Inc	122724	96741020	09/06/2022	09/07/2022		SJC Road Dept	214412250 - Equipment Operation
		00111020	00/00/2022		\$82.87		
Halls, Craig C.	122923	9022	09/26/2022	09/27/2022		SJC Attorney	104126615 - Contracts
					\$216.00	,	
Hanley, Kalvina	122924	2022092609321	09/26/2022	09/27/2022		TRAVEL REIMBURSMENT	724581230 - Travel Expense
<u>,</u>				-	\$60.00		•
Hoggard, Jeremy	122725	20220901161341	09/06/2022	09/07/2022		Crew app	264350330 - Employee Education
				-	\$320.24		
Holiday, Carl	122726	2022090612484	09/07/2022	09/07/2022		Election Liasion	104173620 - Miscellaneous Service
				-	\$1,700.00		
Holyoak, Cindi	122925	2022092609321	09/26/2022	09/27/2022	399.00	TRAVEL REIMBURSMENT	104144230 - Travel Expense
				-	\$399.00		

19

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
ImageNet Consulting LLC	122926	INV331123	09/27/2022	09/27/2022	35.24	Non Departmental	104150240 - Office Expense
ImageNet Consulting LLC	122926	INV331124	09/27/2022	09/27/2022		Non Departmental	104150240 - Office Expense
					\$473.42		
				-	\$473.42		
Integrated Solutions Consulting Co	122854	P-84355-2022-0	09/20/2022	09/20/2022	4,585.49	PDM Contract	104255615 - Contracts
Integrated Solutions Consulting Co	122854	P-84355-2022-0	09/20/2022	09/20/2022	8,648.02	PDM Contract	104255615 - Contracts
					\$13,233.51		
				-	\$13,233.51		
Ivins, Brittney	122727	2022090612501	09/07/2022	09/07/2022	471.10	TRAVEL REIMBURSEMENT	104145310 - Professional and Tech
Ivins, Brittney	122727	2022090612501	09/07/2022	09/07/2022	1,000.00	TRAVEL REIMBURSEMENT	104145230 - Travel Expense
				_	\$1,471.10		
				-	\$1,471.10		
Jackson Group Peterbilt	122728	196209-	08/12/2022	09/07/2022	-0.01	SJC Road Dept	214412250 - Equipment Operation
Jackson Group Peterbilt	122728	199703-	08/12/2022	09/07/2022	167.76	SJC Road Dept	214412250 - Equipment Operation
Jackson Group Peterbilt	122728	200568-	08/12/2022	09/07/2022	-1,046.85	SJC Road Dept	214412250 - Equipment Operation
Jackson Group Peterbilt	122728	200568-	08/12/2022	09/07/2022	143.75	SJC Road Dept	214412250 - Equipment Operation
Jackson Group Peterbilt	122728	203203-	08/12/2022	09/07/2022	463.05	SJC Road Dept	214412250 - Equipment Operation
Jackson Group Peterbilt	122728	207873-	08/12/2022	09/07/2022	3.51	SJC Road Dept	214412250 - Equipment Operation
Jackson Group Peterbilt	122728	208492-	08/12/2022	09/07/2022	65.30	SJC Road Dept	214412250 - Equipment Operation
Jackson Group Peterbilt	122728	216293	09/06/2022	09/07/2022	930.12	SJC Road Dept	214412250 - Equipment Operation
Jackson Group Peterbilt	122728	216525	08/22/2022	09/07/2022	119.72	SJC Road Dept	214412250 - Equipment Operation
Jackson Group Peterbilt	122728	216529	08/12/2022	09/07/2022		SJC Road Dept	214412250 - Equipment Operation
Jackson Group Peterbilt	122728	216680	09/06/2022	09/07/2022	77.60	SJC Road Dept	214412250 - Equipment Operation
Jackson Group Peterbilt	122728	216878	09/06/2022	09/07/2022	1,641.20	SJC Road Dept	214412250 - Equipment Operation
Jackson Group Peterbilt	122728	216880	09/06/2022	09/07/2022	25.50	SJC Road Dept	214412250 - Equipment Operation
Jackson Group Peterbilt	122728	217269	09/06/2022	09/07/2022	155.72	SJC Road Dept	214412250 - Equipment Operation
Jackson Group Peterbilt	122728	217310	09/06/2022	09/07/2022	189.38	SJC Road Dept	214412250 - Equipment Operation
Jackson Group Peterbilt	122728	217319	09/06/2022	09/07/2022		SJC Road Dept	214412250 - Equipment Operation
Jackson Group Peterbilt	122728	CM31308	08/12/2022	09/07/2022	-3,277.71	SJC Road Dept	214412250 - Equipment Operation
					\$153.72		
Jackson Group Peterbilt	122790	212481	09/12/2022	09/12/2022	101.98	SJC Road Dept	214412250 - Equipment Operation
				-	\$255.70		
James, Brett	122729	2022090612463	09/07/2022	09/07/2022	1,500.00	Scholorship	104192620 - Miscellaneous Service
				-	\$1,500.00		
Jones & Demille Engineering	122927	0128896	09/26/2022	09/27/2022	1,400.00	SJC - Fairgrounds RV Park Design	104192615 - Contracts
				-	\$1,400.00		
JViation	122855	2020.U96.03-2	09/19/2022	09/20/2022	13,525.00	Cal Black Airport	105430620 - Miscellaneous Service
				-	\$13,525.00		
K&H Integrated Print Solutions	122791	300777	09/12/2022	09/12/2022		Election Ballots	104173241 - Postage
				Daga	\$1,232.00		0/20/2022 0

20

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Ken Garff Ford	122730	2022-C1082	09/07/2022	09/07/2022	52,507.94	2022 Ford F-150	104141740 - Equipment Purchases
				-	\$52,507.94		
Kenworth Sales Company	122792	005P1631	09/12/2022	09/12/2022	724.36	SJC Road	214412250 - Equipment Operation
				-	\$724.36		
Kris Black Agency	122856	484	09/19/2022	09/20/2022	1,545.00	Bond CIB Board	634910510 - Insurance and Bonding
				-	\$1,545.00		
Kunz PC	122731	KUNZ1	09/07/2022	09/07/2022	8,437.50	SJC Atttorney	104156310 - Professional and Tech
				-	\$8,437.50		
L.N. Curtis & Sons	122793	INV624618	09/12/2022	09/12/2022	1,581.00	SJC Sheriff Dept	104210250 - Equipment Operation
L.N. Curtis & Sons	122857	INV593203	09/20/2022	09/20/2022		SJC Sheriff Dept	104210480 - Special Department Su
L.N. Curtis & Sons L.N. Curtis & Sons	122857 122857	INV593225 INV593308	09/20/2022 09/20/2022	09/20/2022 09/20/2022	7.50 15.00	SJC Sheriff Dept SJC Sheriff Dept	104210480 - Special Department Su 104210480 - Special Department Su
					\$30.00		
				-	\$1,611.00		
Lacy, Lehi	122794	2022090916550	09/12/2022	09/12/2022	580.00	Reserve Officer	104210110 - Salaries and Wages
				-	\$580.00		
Lansing, Loleta	122795	2022090916434	09/12/2022	09/12/2022		Alternatives	104679615 - Contracts
Lansing, Loleta	122795	2022090916434	09/12/2022	09/12/2022	<u>520.00</u> \$1,080.00	Alternatives	104679615 - Contracts
				-	\$1,080.00		
Larry H. Miller	122796	2506992	09/12/2022	09/12/2022		SJC Road Dept	214412250 - Equipment Operation
Larry H. Willer	122790	2300992	09/12/2022		\$491.25		2 144 12230 - Equipment Operation
Latigic LLC	122928	65625-000001	09/27/2022	09/27/2022	·	SJC EC DEV	104192615 - Contracts
	122320	03023-000001	03/21/2022		\$500.00		104192013 - Contracts
Life-Assist Inc.	122732	1239838	09/06/2022	09/07/2022		SJC Emergency Svc.	264350610 - Miscellaneous Supplie
Life-Assist Inc.	122732	1239887	09/06/2022	09/07/2022		SJC Emergency Svc.	264350610 - Miscellaneous Supplie 264350610 - Miscellaneous Supplie
Life-Assist Inc.	122732	1240070	09/06/2022	09/07/2022	1,124.23	SJC Emergency Svc.	264350610 - Miscellaneous Supplie
Life-Assist Inc.	122732	1242684	09/06/2022	09/07/2022 _	<u>661.14</u> \$2,308.64	SJC Emergency Svc.	264350610 - Miscellaneous Supplie
Life-Assist Inc.	122797	1244495	09/12/2022	09/12/2022	. ,	SJC Emergency Svc.	264350610 - Miscellaneous Supplie
Life-Assist Inc.	122797	1248467	09/12/2022	09/12/2022	108.46	5,	264350610 - Miscellaneous Supplie
					\$258.70		
Life-Assist Inc.	122858	1249300	09/19/2022	09/20/2022		SJC Emergency Svc.	264350610 - Miscellaneous Supplie
					\$2,643.12		
LifeMed Safety Inc.	122733	22-0884	09/06/2022	09/07/2022		SJC Ambulance	264350310 - Professional and Tech
				Page	<b>\$1,681.32</b>		9/29/2022 0 M

21

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Long, Roxy	122798	2022090916525	09/12/2022	09/12/2022	1,575.00	Nursing Services	104230350 - State Prisoner Expens
				-	\$1,575.00		
Love Communications	122859	062632	09/19/2022	09/20/2022	37,800.00	SJC Ec Dev	104192615 - Contracts
				-	\$37,800.00		
Lumen	122929	305204289	09/27/2022	09/27/2022		70470067	104232310 - Professional and Tech
Lumen	122929	5107XQC1S3-20	09/27/2022	09/27/2022		5107XQC1S3	104232310 - Professional and Tech
				_	\$1,277.32		
					\$1,277.32		
Main Street Drug and Boutique	122799	1005	09/12/2022	09/12/2022		SJC Sheriff	104230312 - Medical Expenses
Main Street Drug and Boutique Main Street Drug and Boutique	122799 122799	1189 811	09/12/2022 09/12/2022	09/12/2022 09/12/2022		SJC Sheriff SJC Sheriff	104230312 - Medical Expenses 104230312 - Medical Expenses
Main Street Drug and Boulique	122199	011	09/12/2022	09/12/2022	\$323.79		104230312 - Medical Expenses
Main Street Drug and Boutique	122930	1413	09/27/2022	09/27/2022		SJC Jail	104230312 - Medical Expenses
Main Street Drug and Boutique	122930	1453	09/27/2022	09/27/2022		SJC Jail	104230312 - Medical Expenses
Main Street Drug and Boutique	122930	1888	09/27/2022	09/27/2022		SJC Jail	104230312 - Medical Expenses
				-	\$96.02		
					\$419.81		
McArthur, Bransen	122890	B McArthur	09/26/2022	09/26/2022	56.88	Payroll wages	104230110 - Salaries and Wages
					\$56.88		
MCI	122860	2022091616331	09/19/2022	09/20/2022	29.22	Cal Black Airport - 435-684-2419	105430280 - Telephone
				-	\$29.22		
McNeely, Jerry	122734	RI0901221	09/01/2022	09/07/2022	1,200.00		104112310 - Professional and Techn
				-	\$1,200.00		
MediVista Media LLC	122861	20229289	09/19/2022	09/20/2022	297.00	SJC Public Health	255007.210 - Indirect Admin Subscri
				-	\$297.00		
MetLife Group Benefits	122931	2022092609330	09/27/2022	09/27/2022	7,366.99	Dental Customer # 5955986	104965134 - Health Insurance
				-	\$7,366.99		
Mexican Hat Special Serv Dist.	122735	RI0901222	09/01/2022	09/07/2022		Monthly USDA Loan Payment	104850915 - Transfers to Other Unit
Mexican Hat Special Serv Dist.	122932	922-24	09/26/2022	09/27/2022	74.63	SJC Fire/Rescue	104225270 - Utilities
				-	\$574.63		
Moab Auto Parts Inc	122800	14910-277451	09/12/2022	09/12/2022	• • • • •	SJC Road	214412250 - Equipment Operation
					\$17.59		
Montague, William Russell	122862	2022091515104	09/19/2022	09/20/2022	•	Boot Allowance	214414480 - Special Department Su
montagao, minani rabbon	ILLOUL	2022001010104	00/10/2022		\$80.00		
					\$0 <b>0.</b> 00		

22

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Monticello City	122736	2022090109035	09/07/2022	09/07/2022	100.00	Hideout Rental	104672270 - Utilities
Monticello City	122736	20220901161047	09/07/2022	09/07/2022	161.00	194121 Ambulance Garage	264350270 - Utilities
Monticello City	122736	2022090612490	09/07/2022	09/07/2022	56.92	35601 SJC All Acounts	104225270 - Utilities
Monticello City	122736	2022090612490	09/07/2022	09/07/2022	60.00	35601 SJC All Acounts	104225270 - Utilities
Monticello City	122736	2022090612490	09/07/2022	09/07/2022	76.92	35601 SJC All Acounts	104165270 - Utilities
Monticello City	122736	2022090612490	09/07/2022	09/07/2022	184.00	35601 SJC All Acounts	724167270 - Utilities
Monticello City	122736	2022090612490	09/07/2022	09/07/2022	429.24	35601 SJC All Acounts	104161270 - Utilities
Monticello City	122736	2022090612490	09/07/2022	09/07/2022	452.62	35601 SJC All Acounts	214414270 - Utilities
Monticello City	122736	2022090612490	09/07/2022	09/07/2022	1,544.50	35601 SJC All Acounts	104620270 - Utilities
Monticello City	122736	2022090612490	09/07/2022	09/07/2022	3,591.17	35601 SJC All Acounts	104166270 - Utilities
,				-	\$6,656.37		
				-	\$6,656.37		
Monticello Mercantile	122737	C252549	09/07/2022	09/07/2022		SJC Public Safety	104166260 - Buildings and Grounds
Monticello Mercantile	122737	C256519	09/07/2022	09/07/2022	14.50	SJC Aging	104676260 - Buildings and Grounds
Monticello Mercantile	122737	C257863	09/07/2022	09/07/2022	19.49	SJC Road	104256250 - Equipment Operation
Monticello Mercantile	122737	C258295	09/07/2022	09/07/2022	69.22	SJC Public Safety	104166260 - Buildings and Grounds
Monticello Mercantile	122737	C258296	09/07/2022	09/07/2022	15.99	SJC Admin Building	104161260 - Buildings and Grounds
Monticello Mercantile	122737	C258588	09/07/2022	09/07/2022	19.72	SJC Public Safety	104166260 - Buildings and Grounds
Monticello Mercantile	122737	C258593	09/07/2022	09/07/2022	57.84	SJC Road	214414260 - Buildings and Grounds
Monticello Mercantile	122737	C258630	09/07/2022	09/07/2022	80.99	SJC Road	214412250 - Equipment Operation
Monticello Mercantile	122737	C258700	09/07/2022	09/07/2022	50.53	SJC Public Safety	104166260 - Buildings and Grounds
Monticello Mercantile	122737	C258801	09/07/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Monticello Mercantile	122737	E26131	09/07/2022	09/07/2022		SJC Public Safety	104166260 - Buildings and Grounds
					\$487.17		
Monticello Mercantile	122863	C252325	09/19/2022	09/20/2022	9.98	Monticello Library	724581240 - Office Expense
Monticello Mercantile	122863	C258114	09/19/2022	09/20/2022	20.67	,	724581240 - Office Expense
Monticello Mercantile	122863	C259588	09/19/2022	09/20/2022	15.28	SJC Public Safety	104166260 - Buildings and Grounds
					\$45.93		
Monticello Mercantile	122933	C259620	09/26/2022	09/27/2022		SJC Admin Building	104161260 - Buildings and Grounds
Monticello Mercantile	122933	C260141	09/26/2022	09/27/2022		SJC Public Safety	104166260 - Buildings and Grounds
Monticello Mercantile	122933	C260168	09/26/2022	09/27/2022		SJC Public Safety	104166260 - Buildings and Grounds
Monticello Mercantile	122933	C260185	09/26/2022	09/27/2022		SJC Public Safety	104166260 - Buildings and Grounds
Monticello Mercantile	122933	C260272	09/26/2022	09/27/2022	5.99		104161260 - Buildings and Grounds
Monticello Mercantile	122933	C260616	09/26/2022	09/27/2022	44.94		104166260 - Buildings and Grounds
Monticello Mercantile	122933	E26397	09/26/2022	09/27/2022	21.99	SJC Road	214412250 - Equipment Operation
				_	\$186.66		
					\$719.76		
Morgan, Happy	122738	RI0901223	09/01/2022	09/07/2022	10,500.00		104126310 - Professional and Tech
					\$10,500.00		
Morris, Rose	122801	2022090916435	09/12/2022	09/12/2022		Alternatives	104679615 - Contracts
					\$560.00		
Motor Parts	122739	818041	09/06/2022	09/07/2022	148.13	SJC Road Dept	214412250 - Equipment Operation

	Reference	Invoice	Invoice	Boymont			
Payee Name	Number	Number	Ledger Date	Payment Date	Amount	Description	Ledger Account
Motor Parts	122739	818571	09/06/2022	09/07/2022			214412250 - Equipment Operation
Motor Parts	122739	818578	09/06/2022	09/07/2022		SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122739	818840	09/06/2022	09/07/2022		SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122739	818844	09/06/2022	09/07/2022		SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122739	818846	09/06/2022	09/07/2022		SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122739	818924	09/06/2022	09/07/2022		SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122739	818940	09/06/2022	09/07/2022		•	214412250 - Equipment Operation
Motor Parts	122739	818950	09/06/2022	09/07/2022		SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122739	819015	09/06/2022	09/07/2022		SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122739	819029	09/06/2022	09/07/2022		SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122739	819029	09/07/2022	09/07/2022		SJC Landfill	574424250 - Equipment Operation
Motor Parts Motor Parts	122739	819070	09/07/2022	09/07/2022	30.86	SJC Landfill	574424610 - Miscellaneous Supplie
Motor Parts	122739	819176	09/06/2022	09/07/2022			214412250 - Equipment Operation
MOLOF Parts	122739	819372	09/06/2022	09/07/2022	67.07	SJC Road Dept	214412250 - Equipment Operation
					\$1,078.03		
Motor Parts	122864	818995	09/19/2022	09/20/2022	29.64	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122864	819594	09/19/2022	09/20/2022	47.45	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122864	819636	09/19/2022	09/20/2022	28.55	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122864	820015	09/19/2022	09/20/2022	39.89	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122864	820144	09/19/2022	09/20/2022	12.00	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122864	820380	09/19/2022	09/20/2022		SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122864	820407	09/19/2022	09/20/2022		SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122864	820429	09/19/2022	09/20/2022	12.00	•	214412250 - Equipment Operation
					\$314.59		
				-	\$1,392.62		
Motor Parts of Monticello	122740	538019	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	538250	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	538259	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	538358	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	538398	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	538400	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	538491	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	538504	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	538518	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	538551	09/06/2022	09/07/2022		SJC Ambulance	264350250 - Equipment Operation
Motor Parts of Monticello	122740	538684	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	538857	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	538888	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello Motor Parts of Monticello	122740	538890	09/06/2022	09/07/2022		SJC Road SJC Road	104225250 - Equipment Operation
	122740	538893	09/06/2022	09/07/2022			104225250 - Equipment Operation
Motor Parts of Monticello	122740	539075	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	539103	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	539118	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	539123	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	539153	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	539188	09/06/2022	09/07/2022	9.48	SJC Road	214412250 - Equipment Operation

24

	Reference	Invoice	Invoice	Payment			
Payee Name	Number	Number	Ledger Date	Date	Amount	Description	Ledger Account
Motor Parts of Monticello	122740	539216	09/06/2022	09/07/2022	-6.98	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	539244	09/06/2022	09/07/2022	56.62	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	539288	09/06/2022	09/07/2022	17.61	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	539296	09/06/2022	09/07/2022	340.62	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	539299	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	539436	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	539444	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	539479	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	539538	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122740	539668	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
	1227 10	000000	00/00/2022		\$2,081.53		
Motor Parts of Monticello	122802	538882	09/12/2022	09/12/2022		SJC Fire	104220615 - Contracts
Motor Parts of Monticello	122802	539440	09/12/2022	09/12/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122802	539497	09/12/2022	09/12/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122802	539524	09/12/2022	09/12/2022		SJC Road	214412250 - Equipment Operation 214412250 - Equipment Operation
Motor Parts of Monticello	122802	539555	09/12/2022	09/12/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122802	539633	09/12/2022	09/12/2022		SJC Road	214412250 - Equipment Operation
	122802	539669	09/12/2022	09/12/2022		SJC Road	214412250 - Equipment Operation 214412250 - Equipment Operation
Motor Parts of Monticello Motor Parts of Monticello	122802	539835	09/12/2022	09/12/2022		SJC Road	
	122802	539842	09/12/2022	09/12/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello Motor Parts of Monticello	122802	539867	09/12/2022	09/12/2022		SJC Road	214412250 - Equipment Operation
							214412250 - Equipment Operation
Motor Parts of Monticello	122802	539914	09/12/2022	09/12/2022	\$794.34	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122934	539536	09/26/2022	09/27/2022	38.86	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122934	539871	09/26/2022	09/27/2022	16.10	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122934	539967	09/26/2022	09/27/2022	49.44	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122934	540002	09/26/2022	09/27/2022	36.49	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122934	540008	09/26/2022	09/27/2022	41.95	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122934	540042	09/26/2022	09/27/2022	9.32	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122934	540057	09/27/2022	09/27/2022	6.88	SJC Sheriff	104210250 - Equipment Operation
Motor Parts of Monticello	122934	540196	09/26/2022	09/27/2022	13.56	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122934	540210	09/26/2022	09/27/2022	-38.86	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122934	540215	09/26/2022	09/27/2022	16.40	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122934	540293	09/26/2022	09/27/2022	-11.64	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122934	540316	09/26/2022	09/27/2022	17.44	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122934	540365	09/26/2022	09/27/2022	39.72	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122934	540367	09/26/2022	09/27/2022	7.76	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122934	540368	09/26/2022	09/27/2022		SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122934	540369	09/26/2022	09/27/2022		SJC Road	214412250 - Equipment Operation
	122001	010000	00/20/2022		\$248.62		
				-	\$3,124.49		
NA	100005	11100000	00/07/0000	00/07/0000		Transit Definitions of	
Moulton, Mike	122935	MM92022	09/27/2022	09/27/2022	68.00	Travel Reimbursement	255310.230 - PHEP Preparedness T
					\$68.00		
Musselman, Kedric	122803	2022090815472	09/12/2022	09/12/2022	580.50	Travel Reimbursement	214414230 - Travel Expense

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Musselman, Kedric	122936	2022092207342	09/26/2022	09/27/2022	14.00	Travel Reimbursement	214414230 - Travel Expense
				-	\$594.50		
N.O.V.A. Principles	122937	1537	09/27/2022	09/27/2022	250.00	SJC Sheriff	104210210 - Subscriptions and Me
				-	\$250.00		
National Benefit Services LLC	122741	870398	09/07/2022	09/07/2022	79.30	FSA Plan Admin Fees	104965140 - Other Employee Benefi
National Benefit Services LLC	122741	CP326301	09/07/2022	09/07/2022	778.26	Claims Paid Invoice	102227000 - NBS - Health Care Rei
				_	\$857.56		
				_	\$857.56		
Navajo Sanitation	122865	113365	09/19/2022	09/20/2022	297.00	Bluff Senior Center-2772	104672270 - Utilities
				-	\$297.00		
Navajo Tribal UtilityAuthority	122866	31001903367	09/19/2022	09/20/2022	227.51	60378370- MC N Hwy 162 NE LDS CHR Tow	104574270 - Utilities
Navajo Tribal UtilityAuthority Navajo Tribal UtilityAuthority	122866 122866	31001903369 31001903370	09/19/2022 09/19/2022	09/20/2022 09/20/2022	4.88 4.44	60378372 Abt HWY 162 60378373 - Abt State Road 162	104850270 - Utilities 104850270 - Utilities
Navajo mbai otintyAutionty	122000	51001903370	09/19/2022	09/20/2022 -	\$236.83	00370373 - Abi State Road 102	104030270 - Ounties
Navajo Tribal UtilityAuthority	122938	31001903366	09/26/2022	09/27/2022	29.18	60378368 4000 W HWY 163	214414270 - Utilities
Navajo Tribal UtilityAuthority	122938	31001903368	09/26/2022	09/27/2022		60378371 Along Hwy 162	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	122938	31001903371	09/26/2022	09/27/2022		60378374 101 S 100 E	104225270 - Utilities
Navajo Tribal UtilityAuthority	122938	31001903372	09/26/2022	09/27/2022	5.91	···· , ·	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority Navajo Tribal UtilityAuthority	122938 122938	31001903373	09/26/2022 09/26/2022	09/27/2022	5.83 207.42	60378376 Front Fire Station	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	122938	31001904974 35001375942	09/26/2022	09/27/2022 09/27/2022	137.21		104574270 - Utilities 104225270 - Utilities
Navajo mbar otinty, attionty	122000	00001010042	00/20/2022		\$476.71		
				-	\$713.54		
New Technology Solutions	122867	4645	09/19/2022	09/20/2022	40.00	SJC Public Health	255007.260 - Indirect Admin Buildin
				-	\$40.00		
NICE	122939	7159328	09/27/2022	09/27/2022	20.39	SJC Economic Dev 4531740	104193280 - Telephone
				-	\$20.39		
Nicholas & Company	122742	27085532	09/06/2022	09/07/2022	101.80	SJC Aging	104679240 - Office Expense
Nicholas & Company	122742	8072941	09/06/2022	09/07/2022		SJC Aging	104678325 - Meals - Blanding
Nicholas & Company	122742	8072941	09/06/2022	09/07/2022		SJC Aging	104677325 - Meals - Blanding
Nicholas & Company	122742	8072942	09/06/2022	09/07/2022		SJC Aging	104677329 - Meals - Bluff
Nicholas & Company	122742	8072942	09/06/2022	09/07/2022		SJC Aging	104678329 - Meals - Bluff
Nicholas & Company	100004	9065215	00/10/2022	00/12/2022	\$2,194.31	S IC Shoriff	104220490 Kitchen Food
Nicholas & Company Nicholas & Company	122804 122804	8065315 8068725	09/12/2022 09/12/2022	09/12/2022 09/12/2022		SJC Sheriff SJC Sheriff	104230480 - Kitchen Food 104230480 - Kitchen Food
Nicholas & Company	122804	8072939	09/12/2022	09/12/2022	,	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	122804	8076514	09/12/2022	09/12/2022		SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	122804	8076519	09/12/2022	09/12/2022		SJC Aging	104677323 - Meals - Monticello
Nicholas & Company	122804	8076519	09/12/2022	09/12/2022		SJC Aging	104678323 - Meals - Monticello

9/29/2022 0

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Nicholas & Company	122804	8080827	09/12/2022	09/12/2022		SJC Aging	104677328 - Meals - La Sal
Nicholas & Company	122804	8080827	09/12/2022	09/12/2022		SJC Aging	104678328 - Meals - La Sal
					\$7,290.27		
Nicholas & Company	122868	8084381	09/19/2022	09/20/2022	408.79	SJC Aging	104677323 - Meals - Monticello
Nicholas & Company	122868	8084381	09/19/2022	09/20/2022	408.80	SJC Aging	104678323 - Meals - Monticello
				-	\$817.59		
Nicholas & Company	122940	8080830	09/27/2022	09/27/2022	440.70	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	122940	8084376	09/27/2022	09/27/2022		SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	122940	8088606	09/27/2022	09/27/2022	205.52	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	122940	8092186	09/27/2022	09/27/2022	1,896.20	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	122940	8092191	09/26/2022	09/27/2022	456.34	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	122940	8092191	09/26/2022	09/27/2022	456.35	SJC Aging	104677323 - Meals - Monticello
Nicholas & Company	122940	8092192	09/26/2022	09/27/2022		SJC Aging	104678328 - Meals - La Sal
Nicholas & Company	122940	8092192	09/26/2022	09/27/2022		SJC Aging	104677328 - Meals - La Sal
Nicholas & Company	122940	8092194	09/26/2022	09/27/2022		SJC Aging	104677329 - Meals - Bluff
Nicholas & Company	122940	8092194	09/26/2022	09/27/2022	251.65	SJC Aging	104678329 - Meals - Bluff
					\$5,784.69		
				-	\$16,086.86		
Nieves, Ronnie	122941	RN91922	09/26/2022	09/27/2022	68.00	Travel Reimbursment	255310.230 - PHEP Preparedness T
				-	\$68.00		
ODP Business Solutions LLC	122743	263381826001	09/06/2022	09/07/2022	175.83	SJC Road Dept	214414240 - Office Expense
ODP Business Solutions LLC	122743	264126779001	09/06/2022	09/07/2022		SJC Economic Dev	104193240 - Office Expense
ODP Business Solutions LLC	122743	264129590001	09/06/2022	09/07/2022	50.80	SJC Economic Dev	104193240 - Office Expense
ODP Business Solutions LLC	122743	264457581-001	09/06/2022	09/07/2022	-32.31	SJC Road Dept	214414240 - Office Expense
				-	\$264.67	•	
ODP Business Solutions LLC	122805	260329799001	09/12/2022	09/12/2022	239.97	SJC Sheriff	104210610 - Miscellaneous Supplie
ODP Business Solutions LLC	122805	262963111001	09/12/2022	09/12/2022	44.25	SJC Public Health	255007.240 - Indirect Admin Office e
				-	\$284.22		
ODP Business Solutions LLC	122869	265249900001	09/19/2022	09/20/2022	112.96	SJC Justice Court	104122240 - Office Expense
				-	\$661.85		
Oliver & Sitterud	122744	2022090612463	09/06/2022	09/07/2022	3,300.00	Public Defender	104126615 - Contracts
Oliver & Sitterud	122744	OS20220901	09/06/2022	09/07/2022	3,300.00	Public Defender	104126615 - Contracts
				_	\$6,600.00		
				-	\$6,600.00		
Packard Wholesale Co.	122745	INV192093	09/07/2022	09/07/2022	511.24	SJC Aging	104677323 - Meals - Monticello
Packard Wholesale Co.	122745	INV192093	09/07/2022	09/07/2022	511.24	SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	122745	INV192886	09/07/2022	09/07/2022	99.50	SJC Admin Building	104161260 - Buildings and Grounds
Packard Wholesale Co.	122745	RET104514	09/07/2022	09/07/2022		SJC Aging	104677325 - Meals - Blanding
				-	\$1,104.24		_
Packard Wholesale Co.	122806	INV192446	09/12/2022	09/12/2022	371 71	SJC Sheriff's Office	104230350 - State Prisoner Expens
			00, 1 <u>2</u> ,2022		0		

27

	Reference	Invoice	Invoice	Payment			
Payee Name	Number	Number	Ledger Date	Date	Amount	Description	Ledger Account
Packard Wholesale Co.	122806	INV192473	09/12/2022	09/12/2022		SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122806	INV192474	09/12/2022	09/12/2022		SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122806	INV192856	09/12/2022	09/12/2022		SJC Sheriff's Office	104230480 - Kitchen Food
Packard Wholesale Co.	122806	INV192868	09/12/2022	09/12/2022		SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122806	INV192870	09/12/2022	09/12/2022		SJC Aging	104677323 - Meals - Monticello
Packard Wholesale Co.	122806	INV192870	09/12/2022	09/12/2022		SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	122806	INV192874	09/12/2022	09/12/2022		SJC Aging	104677325 - Meals - Blanding
Packard Wholesale Co.	122806	INV192874	09/12/2022	09/12/2022		SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	122806	INV192883	09/12/2022	09/12/2022		SJC Sheriff's Office	104230350 - State Prisoner Expens
					\$2,267.64		
Packard Wholesale Co.	122870	INV189995	09/19/2022	09/20/2022		SJC Fair	104620480 - Special Department Su
Packard Wholesale Co.	122870	INV192878	09/19/2022	09/20/2022		SJC Public Health	255007.260 - Indirect Admin Buildin
Packard Wholesale Co.	122870	INV192882	09/19/2022	09/20/2022	139.88	SJC Public Health	255007.260 - Indirect Admin Buildin
					\$1,365.10		
Packard Wholesale Co.	122942	INV193247	09/26/2022	09/27/2022	371.71	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122942	INV193306	09/26/2022	09/27/2022	309.92	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122942	INV193330	09/26/2022	09/27/2022	46.59	SJC Sheriff's Office	104230480 - Kitchen Food
Packard Wholesale Co.	122942	INV193705	09/26/2022	09/27/2022	176.56	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122942	INV193708	09/26/2022	09/27/2022	99.25	SJC Public Safety	104166260 - Buildings and Grounds
Packard Wholesale Co.	122942	INV193709	09/26/2022	09/27/2022	48.62	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122942	INV193711	09/26/2022	09/27/2022	319.71	SJC Aging	104677323 - Meals - Monticello
Packard Wholesale Co.	122942	INV193711	09/26/2022	09/27/2022	319.71	SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	122942	INV193734	09/26/2022	09/27/2022		SJC Aging	104677329 - Meals - Bluff
Packard Wholesale Co.	122942	INV193735	09/26/2022	09/27/2022	43.01	SJC Admin Building	104161270 - Utilities
Packard Wholesale Co.	122942	INV194133	09/26/2022	09/27/2022	170.78	SJC Aging	104677323 - Meals - Monticello
Packard Wholesale Co.	122942	INV194133	09/26/2022	09/27/2022	170.78	SJC Aging	104678323 - Meals - Monticello
					\$2,144.13		
				-	\$6,881.11		
Parents as Teachers	122807	809646	09/12/2022	09/12/2022	2,570.00	SJC Public Health	255193.210 - Home Visiting - PAT S
				-	\$2,570.00		
Peak JCB	122746	PSI-134316	09/07/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Peak JCB	122808	PSI-142058	09/12/2022	09/12/2022		SJC Road	214412250 - Equipment Operation
	122000		00,12,2022	-	\$1,423.68		
	100010	0.4000.400	00/07/0000	00/07/0000			
Pepsi-Cola	122943	04003108	09/27/2022	09/27/2022		SJC Sheriff Dept	104230480 - Kitchen Food
					\$305.19		
Perkins, Nicole	122944	2022092609321	09/27/2022	09/27/2022	27.50	Travel Reimbursement	724581230 - Travel Expense
				-	\$27.50		
Petty Cash	122809	2022090916550	09/12/2022	09/12/2022	12.00	Bluff Library	724581241 - Postage
Petty Cash	122809	2022090916550	09/12/2022	09/12/2022	46.77		724581920 - Grant Expenses
				-	\$58.77		

Item 2.

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Petty Cash	122810	2022090916551	09/12/2022	09/12/2022	21.45	La Sal Library	724581920 - Grant Expenses
Petty Cash	122945	2022092609362	09/27/2022	09/27/2022	22.44	Bluff Library	724581920 - Grant Expenses
					\$102.66		
Petty Cash - Public Health or Tyler	122871	EVPH0914221	09/19/2022	09/20/2022	62.92	Tobacco Compliance Cash Reimb	255062.310 - Tobacco Compliance
				•	\$62.92		
Podmore, Zak	122946	2022092609321	09/26/2022	09/27/2022	50.00	Library Board Meeting	724580620 - Miscellaneous Service
					\$50.00		
Power Equipment Company	122872	PSR005776-1	09/20/2022	09/20/2022		SJC ROAD	214412250 - Equipment Operation
Power Equipment Company Power Equipment Company	122872 122872	S25003080-1 S25003143-1	09/20/2022 09/20/2022	09/20/2022 09/20/2022		SJC ROAD SJC ROAD	214412250 - Equipment Operation 214412250 - Equipment Operation
r ower Equipment company	122012	020000140-1	03/20/2022	00/20/2022	\$342.45		
					\$342.45		
Professional Garage Door Co.	122811	443	09/12/2022	09/12/2022		SJC Road Dept.	214414260 - Buildings and Grounds
Professional Garage Door Co.	122811	444	09/12/2022	09/12/2022		SJC Road Dept.	104220615 - Contracts
					\$533.35		
	100010				\$533.35		
Pugh, Delton	122812	2022090916432	09/12/2022	09/12/2022	90.00	Travel Reimbursement	104682230 - Travel Expense
					\$90.00		
Quadient Finance USA, Inc.	122873	2022091908194	09/19/2022	09/20/2022		Postage Machine Lease	104150241 - Postage
					\$985.50		
Quadient Inc	122874	40195164	09/19/2022	09/20/2022		Part Replacement	104143240 - Office Expense
					\$28.00		
Quill Corporation	122875	27341905	09/19/2022	09/20/2022		SJC Aging	104671240 - Office Expense
Quill Corporation Quill Corporation	122947 122947	27529586 27554897	09/27/2022 09/27/2022	09/27/2022 09/27/2022		SJC Treasurer SJC Treasurer	104142240 - Office Expense 104142240 - Office Expense
	122347	21004001	03/21/2022	00/21/2022	\$381.91		
					\$581.86		
Rarick, Randy	122747	2022090612480	09/07/2022	09/07/2022	1,145.04	Travel Reimbursement	104146230 - Travel Expense
Rarick, Randy	122747	2022090612483	09/07/2022	09/07/2022	145.00	Purchase Reimbursement	104146310 - Professional and Tech
					\$1,290.04		
	400740	004000	00/00/00000	00/07/0000	\$1,290.04		
Redd's Ace Hardware Redd's Ace Hardware	122748 122748	861663 862258	09/06/2022 09/06/2022	09/07/2022 09/07/2022		SJC Ambulance SJC Road	264350610 - Miscellaneous Supplie 214414260 - Buildings and Grounds
Redd's Ace Hardware	122748	862414	09/06/2022	09/07/2022	47.57	SJC Ambulance	264350260 - Buildings and Grounds
Redd's Ace Hardware	122748	862525	09/06/2022	09/07/2022		SJC Road	214412250 - Equipment Operation
Redd's Ace Hardware	122748	862706	09/07/2022	09/07/2022	10.13	SJC Landfill	574424610 - Miscellaneous Supplie

9/29/2022 0

29

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Redd's Ace Hardware	122748	863031	09/07/2022	09/07/2022		SJC Landfill	574424610 - Miscellaneous Supplie
					\$280.80		
Redd's Ace Hardware Redd's Ace Hardware	122813 122813	862586 862765	09/12/2022 09/12/2022	09/12/2022 09/12/2022		SJC Public Health SJC Sheriff	255560.241 - DEQ Drinking Water P 104210620 - Miscellaneous Service
	122010	002100	00,12,2022		\$18.94		
Redd's Ace Hardware	122876	862872	09/19/2022	09/20/2022	14.69	SJC Public Health	255560.241 - DEQ Drinking Water P
Redd's Ace Hardware	122876 122876	863061 863360	09/19/2022	09/20/2022		SJC Public Health SJC Road	255007.260 - Indirect Admin Buildin
Redd's Ace Hardware	122070	803300	09/19/2022	09/20/2022	\$42.25		214414260 - Buildings and Grounds
Redd's Ace Hardware	122948	863992	09/26/2022	09/27/2022	4.40	SJC Landfill	574424610 - Miscellaneous Supplie
Redd's Ace Hardware	122948	864002	09/26/2022	09/27/2022	19.99	SJC Public Health	255007.260 - Indirect Admin Buildin
					\$24.39		
					\$366.38		
RelaDyne West LLC	122814	0878268	09/12/2022	09/12/2022		SJC Landfill	574424250 - Equipment Operation
RelaDyne West LLC	122877	0879319-IN	09/20/2022	09/20/2022	,	SJC Landfill	574424250 - Equipment Operation
RelaDyne West LLC RelaDyne West LLC	122949 122949	0875602-IN 0882466-IN	09/26/2022 09/26/2022	09/27/2022 09/27/2022	,	SJC Road SJC Landfill	214412251 - Gas, Oil and Grease 574424251 - Gas, Oil and Grease
	122949	0002400-11	09/20/2022	09/21/2022	\$2,245.59		574424251 - Gas, Oli allu Glease
					\$12,416.48		
Richardson, Walt	122749	2022090215072	09/06/2022	09/07/2022		Fire Fighting	104220121 - Temporary Wages
					\$75.00		
River Canyon Wireless	122815	88930	09/12/2022	09/12/2022	35.33	SJC Fair	104620270 - Utilities
					\$35.33		
Rock, Christine	122816	2022090916431	09/12/2022	09/12/2022	560.00	Alternatives	104679615 - Contracts
					\$560.00		
Rocky Mountain Power	122750	20220831161630	09/07/2022	09/07/2022	251.73	59271696-0055	104672270 - Utilities
Rocky Mountain Power Rocky Mountain Power	122750 122750	20220901102025 20220901102133	09/07/2022 09/07/2022	09/07/2022 09/07/2022	14.27 18.87		104225270 - Utilities 214414270 - Utilities
NOCKY MOUTHAIT FOWER	122750	20220901102155	09/01/2022	09/01/2022	\$284.87	39403390-0029 33C Road	214414270 - Ounties
Rocky Mountain Power	122878	2022091908194	09/19/2022	09/20/2022	173.56	59288636-0037 Mexican Hat TV	104574270 - Utilities
Rocky Mountain Power	122950	20220922131151	09/26/2022	09/27/2022	35.61	59288636-0086 Mex Hat Fire Station	104225270 - Utilities
Rocky Mountain Power	122950	20220922131157	09/26/2022	09/27/2022		73241784-0038 SJC Fire Control	104225270 - Utilities
Rocky Mountain Power	122950	2022092213122	09/26/2022	09/27/2022	62.73 \$219.07	59288636-0045 Fire House/AMB	104225270 - Utilities
					\$677.50		
Rose. Evan	122951	2022092208090	09/26/2022	09/27/2022	14.00		214414230 - Travel Expense
			00,20,2020		\$14.00		
					φ1 <del>4</del> .00		

Page 21

30

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Roughrock Aviation LLC	122751	RI0901224	09/01/2022	09/07/2022	6,500.00		105430615 - Contracts
				-	\$6,500.00		
SafeTech Solutions LLP	122752	961	09/06/2022	09/07/2022	10,000.00	EMS Assessment	264350310 - Professional and Tech
				-	\$10,000.00		
Safety Supply & Sign Co. Inc.	122817	181681	09/12/2022	09/12/2022	166.37	SJC Road Dept	214414410 - Road Supplies
				-	\$166.37		
Sallee, Tyler	122753	2022090215080	09/06/2022	09/07/2022	75.00	Fire Fighting	104220121 - Temporary Wages
				-	\$75.00		
Salt Lake Community College	122818	2020.11.4	09/12/2022	09/12/2022		SJC Cadet meals	104230230 - Travel Expense
Salt Lake Community College Salt Lake Community College	122818 122818	2021.11.6 2022.11.1	09/12/2022 09/12/2022	09/12/2022 09/12/2022	71.48	SJC Cadet meals SJC Cadet meals	104230230 - Travel Expense 104230230 - Travel Expense
Sait Lake Community Conege	122010	2022.11.1	09/12/2022	09/12/2022	\$774.95	SJC Cadel means	104230230 - Traver Expense
Salt Lake Community College	122952	2022.11.8	09/27/2022	09/27/2022	177.45	SJC Cadet meals	104210230 - Travel Expense
Salt Lake Community College	122952	2022.11.8	09/27/2022	09/27/2022		SJC Cadet meals	104230230 - Travel Expense
				-	\$399.38		
					\$1,174.33		
San Juan Building Supply Inc.	122754	2208-203251	09/06/2022	09/07/2022		SJC Aging	104676260 - Buildings and Grounds
San Juan Building Supply Inc.	122953	2209-207041	09/26/2022	09/27/2022		SJC Landfill	574424610 - Miscellaneous Supplie
					\$52.61		
San Juan Hospital	122819	8850263	09/12/2022	09/12/2022	1,648.79	<b>,</b>	104230312 - Medical Expenses
San Juan Hospital	122954	8930917	09/27/2022	09/27/2022		124027 Adrian Dutchie	104230312 - Medical Expenses
					\$2,795.89		
San Juan Record San Juan Record	122755 122755	SJCHR0722 SJCHR0822	09/07/2022 09/07/2022	09/07/2022 09/07/2022	441.00 555.00	SJC Human Resources SJC Human Resources	104134220 - Public Notices 104134220 - Public Notices
San Juan Necolu	122733	0001110022	09/01/2022	03/01/2022	\$996.00	SSC Human Resources	104104220 - 1 ubic Notices
San Juan Record	122820	SJCEMRG0822	09/12/2022	09/12/2022		SJC EMS	104255220 - Public Notices
San Juan Record	122820	SJCEMRG0822	09/12/2022	09/12/2022		SJC EMS	104255220 - Public Notices
				-	\$806.44		
					\$1,802.44		
Schulte, Tim	122955	2022092609321	09/26/2022	09/27/2022	50.00	Library Board Meeting	724580620 - Miscellaneous Service
					\$50.00		
Shed, Sue	122756	20220831161641	09/06/2022	09/07/2022		MEDICAL TRANSPORTATION	104672615 - Contracts
					\$90.40		
Shumway, Lloyd	122821	617	09/12/2022	09/12/2022	600.00	SJC ROAD	214414410 - Road Supplies
					\$600.00		

31

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Silas, Marilyn	122822	2022090916440	09/12/2022	09/12/2022	560.00	Alternatives	104679615 - Contracts
				-	\$560.00		
SJC Inmate Account	122823	0157_001	09/12/2022	09/12/2022	2,492.01	Trustee Payroll	104230352 - Inmate Humanitarian E
				-	\$2,492.01		
SJC Sheriff	122757	23F08-P-001	09/07/2022	09/07/2022	444.42	Straight Time Reimbursement	104211110 - Salaries and Wages
SJC Sheriff	122956	23FO8-P-002	09/27/2022	09/27/2022	861.19	Straight Time Reimbursement	104211110 - Salaries and Wages
				-	\$1,305.61		
Snap - On Tools	122957	08302243978	09/26/2022	09/27/2022		SJC Road	214412250 - Equipment Operation
Snap - On Tools	122957	09062244074	09/26/2022	09/27/2022		SJC Road	214412250 - Equipment Operation
				-	\$8,948.64		
					\$8,948.64		
Sorenson Advertising, dba Relic A	122758	208079	09/06/2022	09/07/2022	5,500.00	SJC Tourism	104193490 - Advertising and Promot
				-	\$5,500.00		
Southeastern Utah District	122879	SE9152022	09/20/2022	09/20/2022	45.00	SJC Public Health 40700	255620.310 - DEQ Water Quality Pr
				-	\$45.00		
Spillman, Koleman	122824	2022090916525	09/12/2022	09/12/2022	80.00	TRAVEL REIMBURSEMENT	104230230 - Travel Expense
				-	\$80.00		
Surplus Property Office	122958	181816	09/27/2022	09/27/2022	60.00	SJC Sheriff	104210250 - Equipment Operation
				-	\$60.00		
SWANA Beehive Chapter	122759	2023-19435502	09/07/2022	09/07/2022	245.00	SJC Landfill	574424210 - Subscriptions and Me
				-	\$245.00		
Sysco Intermountain Food Svc.	122825	485449870	09/12/2022	09/12/2022	113.84	SJC SHERIFF	104230480 - Kitchen Food
Sysco Intermountain Food Svc.	122825	485466228	09/12/2022	09/12/2022		SJC SHERIFF	104230480 - Kitchen Food
					\$1,430.05		
Sysco Intermountain Food Svc. Sysco Intermountain Food Svc.	122959 122959	485472727 485479558	09/27/2022 09/27/2022	09/27/2022 09/27/2022		SJC SHERIFF SJC SHERIFF	104230480 - Kitchen Food 104230480 - Kitchen Food
Sysco memountain rood Svc.	122959	403479330	03/21/2022	03/21/2022	\$1,097.08		104230400 - Michell I 000
				-	\$2,527.13		
The Go Travel Sites	122960	15047	09/26/2022	09/27/2022		San Juan County - Economic Development	104193210 - Subscriptions and Me
					\$417.00		
The Law Offices of Stephen J Stoc	122880	4186	09/19/2022	09/20/2022	•	SJC Attorney	104126615 - Contracts
The Law Offices of Stephen J Stoc		4187	09/19/2022	09/20/2022	20.00	SJC Attorney	104126615 - Contracts
The Law Offices of Stephen J Stoc		4189	09/19/2022	09/20/2022		SJC Attorney	104126615 - Contracts
				-	\$210.00		
					\$210.00		

9/29/2022 0

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Tiefenbach North America LLC	122760	439393	09/06/2022	09/07/2022		SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	122760	439394	09/06/2022	09/07/2022	300.00	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	122760	439395	09/06/2022	09/07/2022	59.48	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	122760	440159	09/06/2022	09/07/2022	45.84	SJC Road Dept	214412250 - Equipment Operation
					\$483.61		
Tiefenbach North America LLC	122826	440154 440155	09/12/2022	09/12/2022		SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	122826	440155	09/12/2022	09/12/2022	<u>198.20</u> \$201.26	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	122961	440911	09/26/2022	09/27/2022	,	SJC Road Dept	214412250 - Equipment Operation
Helenbach North America LEC	122901	440911	09/20/2022	09/21/2022	\$702.51	Sic Road Dept	214412250 - Equipment Operation
Trailer Source	122761	251341	09/06/2022	09/07/2022		25' 22K Gooseneck Trailer	214141740 - B Road Capital Outlay
Trailer Source	122701	251341	09/06/2022	09/07/2022	- ,	25 22K GOOSENECK Trailer	214141740 - B Road Capital Outlay
	10000-				\$19,040.00		
Tsosie, Terry	122827	2022090916441	09/12/2022	09/12/2022		Alternatives	104679615 - Contracts
					\$560.00		
U.S. Bank Corporate Payment	122762	2020-01-10 KIR	08/10/2022	09/07/2022	536.08	· · · · · · · · · · · · · · · · · · ·	255007.280 - Indirect Admin Teleph
U.S. Bank Corporate Payment	122762	2022082209294	09/02/2022	09/07/2022		4246-0446-5807-5266 BEN NIELSON	104192210 - Subscriptions and Me
U.S. Bank Corporate Payment	122762	2022082209303	09/02/2022	09/07/2022	6.93		104193310 - Professional and Tech
U.S. Bank Corporate Payment	122762	2022082209303	09/02/2022	09/07/2022		4246-0470-0139-5331 Elaine Gizler	104193310 - Professional and Tech
U.S. Bank Corporate Payment	122762	2022082209303	09/02/2022	09/07/2022	175.00		104192210 - Subscriptions and Me
U.S. Bank Corporate Payment	122762	2022082209303	09/02/2022	09/07/2022	175.00		104193210 - Subscriptions and Me
U.S. Bank Corporate Payment	122762	2022082209303	09/02/2022	09/07/2022	329.59		104193480 - Special Department Su
U.S. Bank Corporate Payment	122762	2022082209303	09/02/2022	09/07/2022		4246-0470-0139-5331 Elaine Gizler	104192230 - Travel Expense
U.S. Bank Corporate Payment	122762	2022082209310	09/02/2022	09/07/2022	626.98	· · · · · · · · · · · · · · · · · · ·	104144230 - Travel Expense
U.S. Bank Corporate Payment	122762	20220822093115	09/02/2022	09/07/2022		4246-0470-0056-1370 Kent Cantrell	104147242 - Software Maintenance
U.S. Bank Corporate Payment	122762	20220825171133	09/01/2022	09/07/2022		4246-0470-0080-1867 Monica Alvarado	214412250 - Equipment Operation
U.S. Bank Corporate Payment	122762	20220825171133	09/01/2022	09/07/2022	15.57		214412250 - Equipment Operation
U.S. Bank Corporate Payment	122762	20220825171133	09/01/2022	09/07/2022		4246-0470-0080-1867 Monica Alvarado	214414260 - Buildings and Grounds
U.S. Bank Corporate Payment	122762	2022082616265	09/02/2022	09/07/2022		4246-0441-0129-6816 David Gallegos	104220615 - Contracts
U.S. Bank Corporate Payment	122762	2022082616320	09/02/2022	09/07/2022		4246-0470-0106-9233 Tammy Gallegos	104255620 - Miscellaneous Service
U.S. Bank Corporate Payment	122762	2022082616320	09/02/2022	09/07/2022		4246-0470-0106-9233 Tammy Gallegos	104225610 - Miscellaneous Supplie
U.S. Bank Corporate Payment U.S. Bank Corporate Payment	122762 122762	2022082616320 2022082616320	09/02/2022 09/02/2022	09/07/2022 09/07/2022		4246-0470-0106-9233 Tammy Gallegos 4246-0470-0106-9233 Tammy Gallegos	104676610 - Miscellaneous Supplie 104678328 - Meals - La Sal
U.S. Bank Corporate Payment	122762		09/02/2022	09/07/2022		4246-0470-0106-9233 Tammy Gallegos	104682240 - Office Expense
U.S. Bank Corporate Payment	122762	2022082616320 2022082616320	09/02/2022	09/07/2022		4246-0470-0106-9233 Tammy Gallegos	104676610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	122762	2022082616320	09/02/2022	09/07/2022		4246-0470-0106-9233 Tammy Gallegos	104684220 - Public Notices
U.S. Bank Corporate Payment	122762	2022082010320	09/02/2022	09/07/2022	-2,562.00		104064220 - Public Notices 104150620 - Miscellaneous Service
		2022082908595	09/02/2022	09/07/2022	,	4246-0470-0152-5705 Mack McDonald	
U.S. Bank Corporate Payment U.S. Bank Corporate Payment	122762 122762	2022082908595	09/02/2022	09/07/2022	8.44 14.46		104161260 - Buildings and Grounds 574424240 - Office Expense
U.S. Bank Corporate Payment	122762	2022082908595	09/02/2022	09/07/2022	21.00		104145610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	122762	2022082908595	09/02/2022	09/07/2022	79.23		104111610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	122762	2022082908595	09/02/2022	09/07/2022	79.23 37.51		104142240 - Office Expense
U.S. Bank Corporate Payment	122762	2022082909004	09/06/2022	09/07/2022	109.38		104210620 - Miscellaneous Service
U.S. Bank Corporate Payment	122762	2022082909030	09/06/2022	09/07/2022		4246-0470-0106-2697 Jason Torgerson 4246-0400-1740-8495 Marsha Shumway	104210200 - Miscellaneous Service
0.5. Bank Corporate Fayment	122102	2022002909043	09/00/2022	09/07/2022	-101.70	4240-0400-1740-0490 Waisha Shulliway	1042 10200 - Equipment Operation

33

San Juan County Check Register General Fund Checking - Zions 566101143 - 09/03/2022 to 09/29/2022

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
U.S. Bank Corporate Payment	122762	2022082909045	09/06/2022	09/07/2022	-44.58	4246-0400-1740-8495 Marsha Shumway	104210480 - Special Department Su
U.S. Bank Corporate Payment	122762	2022082909045	09/06/2022	09/07/2022	-10.12	4246-0400-1740-8495 Marsha Shumway	104230480 - Kitchen Food
U.S. Bank Corporate Payment	122762	2022082909045	09/06/2022	09/07/2022	76.83	4246-0400-1740-8495 Marsha Shumway	104230480 - Kitchen Food
U.S. Bank Corporate Payment	122762	2022082909045	09/06/2022	09/07/2022	100.00	4246-0400-1740-8495 Marsha Shumway	104210330 - Employee Education
U.S. Bank Corporate Payment	122762	2022082909045	09/06/2022	09/07/2022	201.99	4246-0400-1740-8495 Marsha Shumway	104210480 - Special Department Su
U.S. Bank Corporate Payment	122762	2022082909045	09/06/2022	09/07/2022	434.80	4246-0400-1740-8495 Marsha Shumway	104230610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	122762	2022082909045	09/06/2022	09/07/2022	483.61	4246-0400-1740-8495 Marsha Shumway	104210210 - Subscriptions and Me
U.S. Bank Corporate Payment	122762	2022083008120	09/02/2022	09/07/2022	10.00	4246-0470-0150-2555 NICOLE PERKINS	724581330 - Employee Education
U.S. Bank Corporate Payment	122762	2022083008120	09/02/2022	09/07/2022	73.52	4246-0470-0150-2555 NICOLE PERKINS	724581620 - Special Programs
U.S. Bank Corporate Payment	122762	2022083008120	09/02/2022	09/07/2022	350.98	4246-0470-0150-2555 NICOLE PERKINS	724581240 - Office Expense
U.S. Bank Corporate Payment	122762	2022083008120	09/02/2022	09/07/2022	432.13	4246-0470-0150-2555 NICOLE PERKINS	724581920 - Grant Expenses
U.S. Bank Corporate Payment	122762	2022083008120	09/02/2022	09/07/2022	1,165.56	4246-0470-0150-2555 NICOLE PERKINS	724581480 - Collection Developmen
U.S. Bank Corporate Payment	122762	2022083012391	09/02/2022	09/07/2022	120.97	4246-0470-0113-7634 Mikaela Ramsay	724581620 - Special Programs
U.S. Bank Corporate Payment	122762	2022083012391	09/02/2022	09/07/2022	144.02	4246-0470-0113-7634 Mikaela Ramsay	724581920 - Grant Expenses
U.S. Bank Corporate Payment	122762	2022083012391	09/02/2022	09/07/2022		4246-0470-0113-7634 Mikaela Ramsay	724581250 - Computer Maintenanc
U.S. Bank Corporate Payment	122762	2022083012391	09/02/2022	09/07/2022		4246-0470-0113-7634 Mikaela Ramsay	724581480 - Collection Developmen
U.S. Bank Corporate Payment	122762	2022083012391	09/02/2022	09/07/2022	420.35	4246-0470-0113-7634 Mikaela Ramsay	724581240 - Office Expense
U.S. Bank Corporate Payment	122762	20220831104625	09/06/2022	09/07/2022		4246-0446-5312-8805 Scott Burgess	264350250 - Equipment Operation
U.S. Bank Corporate Payment	122762	20220831104625	09/06/2022	09/07/2022		4246-0446-5312-8805 Scott Burgess	264350610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	122762	20220831104625	09/06/2022	09/07/2022		4246-0446-5312-8805 Scott Burgess	264350141 - Uniform Allowance
U.S. Bank Corporate Payment	122762	20220831104625	09/06/2022	09/07/2022		4246-0446-5312-8805 Scott Burgess	264350330 - Employee Education
U.S. Bank Corporate Payment	122762	23F08-T-011	09/02/2022	09/07/2022	2,100.00	5	104211230 - Travel Expense
U.S. Bank Corporate Payment	122762	CC20220202130	09/06/2022	09/07/2022	,	4246-0446-5714-3826 Randy Rarick	574424230 - Travel Expense
U.S. Bank Corporate Payment	122762	CC20220202144	09/06/2022	09/07/2022		4246-0470-0113-7634 Mikaela Ramsay	724581920 - Grant Expenses
U.S. Bank Corporate Payment	122762	CC20220829082	08/10/2022	09/07/2022	14.56		255281.280 - EED - Epidemiology T
U.S. Bank Corporate Payment	122762	CC20220829082	08/10/2022	09/07/2022	19.00		255281.240 - EED - Epidemiology O
U.S. Bank Corporate Payment	122762	CC20220829082	08/10/2022	09/07/2022	50.64		255012.620 - Local General Health
U.S. Bank Corporate Payment	122762	CC20220829082	08/10/2022	09/07/2022	56.57		255007.242 - Indirect Admin Softwar
U.S. Bank Corporate Payment	122762	CC20220829082	08/10/2022	09/07/2022	143.53		255335.620 - Crisis Response Work
U.S. Bank Corporate Payment	122762	CC20220829082	08/10/2022	09/07/2022	833.46		255075.230 - Overdose Data to Acti
U.S. Bank Corporate Payment	122762	CC20220829082	08/10/2022	09/07/2022	1.625.00		255075.610 - Overdose Data to Acti
U.S. Bank Corporate Payment	122762	ITCCCAug2022	09/06/2022	09/07/2022		4246-0470-0087-8873 Bruce Bushore	104151280 - Telephone
U.S. Bank Corporate Payment	122762	ITCCCAug2022	09/06/2022	09/07/2022	110.00		105430280 - Telephone
U.S. Bank Corporate Payment	122762	ITCCCAug2022	09/06/2022	09/07/2022		4246-0470-0087-8873 Bruce Bushore	104151740 - Equipment Purchases
U.S. Bank Corporate Payment	122762	ITCCCAug2022	09/06/2022	09/07/2022	498.06		104151242 - Software Maintenance
		g			\$12,971.77		
				-	\$12,971.77		
U.S. Bank Equipment Finance	122962	482366978	09/26/2022	09/27/2022	286.42	1080852	104150240 - Office Expense
				-	\$286.42		
UDOH - Unified State Laboratories	122881	23L0000292	09/19/2022	09/20/2022	31.40	SJC Public Health	255560.310 - DEQ Drinking Water P
				-	\$31.40		
Utah Navajo Health System	122828	178642	09/12/2022	09/12/2022	177.00	Kyle Ouellette Dental	104230312 - Medical Expenses
Utah Navajo Health System	122882	28235C16098	09/19/2022	09/20/2022	140.00	CDL Physicals	214414620 - Miscellaneous Service
					\$317.00		

\$317.00

34

San Juan County Check Register General Fund Checking - Zions 566101143 - 09/03/2022 to 09/29/2022

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Utah Navajo Trust Fund	122763	RI0901225	09/01/2022	09/07/2022	165.00		724581915 - Transfers to Other Unit
				-	\$165.00		
Utah Retirement Systems Utah Retirement Systems	EFT EFT	PR090422-3952 PR090422-3952	09/09/2022 09/09/2022	09/09/2022 09/09/2022		Traditional IRA 457 Retirement	102224000 - Retirement Payable 102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR090422-3952	09/09/2022	09/09/2022		401k Retirement - Post Retired	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR090422-3952	09/09/2022	09/09/2022		Roth IRA	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR090422-3952	09/09/2022	09/09/2022	1,255.06	Retirement Loan Repayment	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR090422-3952	09/09/2022	09/09/2022		401k Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR090422-3952	09/09/2022	09/09/2022	50,885.64	State Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR091822-3952	09/23/2022	09/29/2022		Traditional IRA	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR091822-3952	09/23/2022	09/29/2022		457 Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR091822-3952	09/23/2022	09/29/2022		401k Retirement - Post Retired	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR091822-3952	09/23/2022	09/29/2022		Roth IRA	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR091822-3952	09/23/2022	09/29/2022		Retirement Loan Repayment	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR091822-3952	09/23/2022	09/29/2022	-,	401k Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR091822-3952	09/23/2022	09/29/2022	51,217.46	State Retirement	102224000 - Retirement Payable
				-	\$117,662.63		
	100000				\$117,662.63		
Utah State Division of Finance	122883	2022091908251	09/19/2022	09/20/2022	3,200.00		574424820 - Interest Expense
Utah State Division of Finance	122883	2022091908251	09/19/2022	09/20/2022	31,000.00	Loan number B5128	572321000 - Notes Payable
					\$34,200.00		
				-	\$34,200.00		
Utah State Tax Commision	EFT	PR062622-576	07/01/2022	09/29/2022	11,770.74	State Income Tax	102223000 - StateTax W/H Payable
Utah State Tax Commision	EFT	PR071022-576	07/15/2022	09/29/2022	11,041.43	State Income Tax	102223000 - StateTax W/H Payable
Utah State Tax Commision	EFT	PR071022-576	07/18/2022	09/29/2022		State Income Tax	102223000 - StateTax W/H Payable
Utah State Tax Commision	EFT	PR071022-576	07/20/2022	09/29/2022		State Income Tax	102223000 - StateTax W/H Payable
Utah State Tax Commision	EFT	PR072422-576	07/29/2022	09/29/2022		State Income Tax	102223000 - StateTax W/H Payable
Utah State Tax Commision	EFT	PR080722-576	08/12/2022	09/29/2022	11,155.09		102223000 - StateTax W/H Payable
Utah State Tax Commision	EFT	PR082122-576	08/26/2022	09/29/2022	11,657.42		102223000 - StateTax W/H Payable
Utah State Tax Commision Utah State Tax Commision	EFT EFT	PR090422-576 PR091822-576	09/09/2022 09/23/2022	09/29/2022 09/29/2022	11,163.60 11,993.06		102223000 - StateTax W/H Payable
Utah State Tax Commision	EFT	PR091822-576 PR091822-576	09/26/2022	09/29/2022	957.44		102223000 - StateTax W/H Payable 102223000 - StateTax W/H Payable
		FIX091022-370	09/20/2022	09/29/2022	\$82,390.85		102223000 - State Tax W/TT Payable
				-	\$82,390.85		
Utah State Treasurer	122764	2022090612491	09/07/2022	09/07/2022	40.00	Surcharge, Fines, Wildlife Resou	103222000 - Marriage Licenses
Utah State Treasurer	122764	2022090612491	09/07/2022	09/07/2022	24,455.64	Surcharge, Fines, Wildlife Resou	103511000 - Justice Court Fines
					\$24,495.64		
				-	\$24,495.64		
Utah Valley Radiology	122963	2022092609321	09/27/2022	09/27/2022	64.50	UVRA116651	104230312 - Medical Expenses
				-	\$64.50		
VelocityNet LLC	122765	84104	09/06/2022	09/07/2022	49.00	SJC Communications	104574270 - Utilities
				Page	26 <b>\$49.00</b>		9/29/2022 0 of M

35

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Verizon Wireless	122766	9913403243	09/06/2022	09/07/2022	213.38		264350280 - Telephone
Verizon Wireless	122766	9913443117	09/06/2022	09/07/2022	268.57		104211610 - Miscellaneous Supplies
Verizon Wireless	122766	9913443119	09/06/2022	09/07/2022	25.16		104146280 - Telephone
Verizon Wireless	122766	9913443119	09/06/2022	09/07/2022	62.33	665507629-00005	104242280 - Telephone
					\$569.44		
Verizon Wireless	122884	9914786839	09/19/2022	09/20/2022	52.97		255008.280 - Indirect Nursing Telep
Verizon Wireless	122884	9914786839	09/19/2022	09/20/2022		742063425-00001 - Public Health	255010.280 - Indirect Health Insp Te
Verizon Wireless	122884	9914786839	09/19/2022	09/20/2022	52.97		255193.280 - Home Visiting - PAT T
Verizon Wireless	122884	9914786839	09/19/2022	09/20/2022		742063425-00001 - Public Health	255281.280 - EED - Epidemiology T
Verizon Wireless	122884	9914786839	09/19/2022	09/20/2022	57.12	742063425-00001 - Public Health	255310.280 - PHEP Preparedness T
					\$269.00		
Verizon Wireless	122964	9915209932	09/26/2022	09/27/2022	79.96		104679280 - Telephone
Verizon Wireless	122964	9915209932	09/26/2022	09/27/2022	215.10	365552000-00001	104672280 - Telephone
					\$295.06		
					\$1,133.50		
Walk-N-Roll	122767	1693	09/06/2022	09/07/2022	715.96	SJC Road	214412250 - Equipment Operation
Walk-N-Roll	122965	1725	09/26/2022	09/27/2022	1,419.37	SJC Road	214412250 - Equipment Operation
					\$2,135.33		
Walmart Capital One	122768	1643695413	09/06/2022	09/07/2022	49.41	SJC Road Dept	214414260 - Buildings and Grounds
					\$49.41		
Washington National Insurance	122829	P2256948	09/12/2022	09/12/2022	3,340.27	Payroll Benefits	102229000 - Other Deductions Paya
					\$3,340.27		
Waste Management of Colorado	122769	0400346-4889-5	09/06/2022	09/07/2022	85.84	16-83977-53000 SJC Road Dept	214414270 - Utilities
Waste Management of Colorado	122830	0400215-4889-2	09/12/2022	09/12/2022	49.49	16-83942-53002 Blanding Library	724168270 - Utilities
Waste Management of Colorado	122885	0400344-4889-0	09/19/2022	09/20/2022	144.43		104672270 - Utilities
Waste Management of Colorado	122885	0400454-4889-7	09/19/2022	09/20/2022	307.34	19-36095-03000 SJC Public Health	255007.270 - Indirect Admin Utilities
					\$451.77		
		o		00/07/0000	\$587.10		
Watts Steam Store Utah Inc	122770	31997	09/06/2022	09/07/2022		SJC Road Dept	214414260 - Buildings and Grounds
					\$762.00		
Wheeler Machinery Company	122771	PC000131573	09/07/2022	09/07/2022		SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	122771	PS001374959	09/07/2022	09/07/2022		SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	122771	PS001376673	09/07/2022	09/07/2022		SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	122771	PS001378300	09/07/2022 09/07/2022	09/07/2022		SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company Wheeler Machinery Company	122771 122771	PS001378301 PS001380246	09/07/2022	09/07/2022 09/07/2022		SJC Road Dept SJC Road Dept	214412250 - Equipment Operation 214412250 - Equipment Operation
Wheeler Machinery Company Wheeler Machinery Company	122771	SS000396658	09/07/2022	09/07/2022		SJC Road Dept SJC Road Dept	214412250 - Equipment Operation 214412250 - Equipment Operation
Wheeler Machinery Company	122771	SS000396659	09/07/2022	09/07/2022		SJC Road Dept	214412250 - Equipment Operation 214412250 - Equipment Operation
Wheeler Machinery Company	122111	200000000000000000000000000000000000000	00/01/2022	00/01/2022	\$5,731.03		
					ψ3,731.03		

9/29/2022 0

36

# San Juan County Check Register General Fund Checking - Zions 566101143 - 09/03/2022 to 09/29/2022

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Wheeler Machinery Company	122831	PS001381054	09/12/2022	09/12/2022	48.90	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company Wheeler Machinery Company	122886 122886	PS001386191 PS001386192	09/19/2022 09/19/2022	09/20/2022 09/20/2022	301.24 133.56 \$434.80	SJC Road Dept SJC Road Dept	214412250 - Equipment Operation 214412250 - Equipment Operation
Wheeler Machinery Company Wheeler Machinery Company Wheeler Machinery Company Wheeler Machinery Company	122966 122966 122966 122966	PS001387634 PS001389786 PS001389787 SS000400076	09/27/2022 09/27/2022 09/27/2022 09/27/2022	09/27/2022 09/27/2022 09/27/2022 09/27/2022			214412250 - Equipment Operation 214412250 - Equipment Operation 214412250 - Equipment Operation 214412250 - Equipment Operation
					\$8,284.79		
Wilbur-Ellis Company	122887	15297781	09/19/2022	09/20/2022	989.50	SJC Weed Dept	104256480 - Special Department Su
					\$989.50		
Yamamoto-Sparks, Allison	122967	2022092609321	09/26/2022	09/27/2022	34.00	Travel Reimbursement	104193230 - Travel Expense
				•	\$34.00		
Yazzie, Nathan	122832	2022090816465	09/12/2022	09/12/2022	61.00	CDL Renewal	214414620 - Miscellaneous Service
					\$61.00		
Zion's Way Home Health & Hospic Zion's Way Home Health & Hospic Zion's Way Home Health & Hospic	122888 122888 122888	2022091616343 2022091616344 2022091616345	09/19/2022 09/19/2022 09/19/2022	09/20/2022 09/20/2022 09/20/2022	791.52 175.00 490.00 \$1,456.52	SJC Aging Services	104679615 - Contracts 104679615 - Contracts 104679615 - Contracts
					\$1,456.52		
				•	\$876,450.12		

37

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



Purchase From		Deliver To	Purchase Order	
Vendor Name	🛃 State Contracted	Deliver To Name Frank Mith	P. O. No#	
Street Address $~~\omega$	ilbur- ellis	Street Address	Date	
City, State, Zip		City, State, Zip	Your Ref#	
Phone:		Phone:	Our Ref#	
Attention To :		Attention To :	Credit Terms	Cash

Proc	duct ID	Description		Quantity	Unit Price	Amount
weld	products	61/posate 41%	2.5 Gal	30	36.00	2700.00
		Trend 90	2.5 6al	10	14.60	365,00
	e.	Trend 90 Blue Pye Open sight	2.5 691	8	36.81	736,16
		open sight	20 once BTI	10	89,40/16	1117,50
				·	Sub Total	4918,66
Appr	oved:				Tax	Exemept
		TAN	2		Freight	
Departmer	nt Head:	add lel			Invoice Total	
County Ad	min:	Mack Motenale	<i>Q</i> .		Amount Paid	
		P P P P P P P P P P P P P P P P P P P			Balance Due	

Terms and Conditions:

# San Juan County

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



Item 3.

<b>Purchase From</b>	Deliver To			Purchase Orde	r
Affordable Openers	State Contracted	ontracted San Juan Public Safety Bldg			
10473 Artesia Blvd	Contract #	297 S Main St		Date	9/2£/2022
Bellflower, CA 90706		Monticello, UT, 8	4535	Your Ref#	2143
(888) 444-8123		801-891-5513		Our Ref#	PSB
Attention To :	Patrick	Attention To :	Samuel Long	Credit Terms	Cash

Product ID	Description	Quantity	Unit Price	Amount
VAH10NX	Viking VA-H10NX Next Gen Slide Gate Operate	1	\$2,168.14	\$2,168.14
	Freight	1	\$393.25	\$393.25
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			Sub Total	\$2,561.39
Approved:			Тах	Exempt
	0 0		Freight	
Department Head:	And Jung a		Invoice Total	\$2,561.39
County Admin:	Mack monald.		Amount Paid	
	for the owned the second		Balance Due	\$2,561.39

Terms and Conditions:

Affordable Openers 10473 Artesia Blvd Bellflower, CA 90706



Date	Estimate #
9/29/2022	2143

#### Name / Address

samlong@sanjuancounty.org Zip code 84535

			Terms	<b>F</b> roject
			Net 30	
MPN	Description	Qty	Rate	Total
vah10nx	Viking VA-H10NX NEXT GEN Slide Gate Operator Shipping Freight, does not include liftgate Out-of-state sale, exempt from sales tax		1 2,168.14 393.25 0.00%	2,168.14T 393.25T 0.00
,			Fotal	\$2,561.39



September 27, 2022

# Commissioners,

The Tourism Tax Advisory term for Jared Berrett expired 2022, and since Jared has been appointed to the Utah Tourism Board, managing Bluff Dwellings with new construction, he cannot fulfill his term on the San Juan County Tourism Tax Advisory Board.

He has recommended his General Manager, Dallin Tait, who has agreed to fill the open position vacated by Jared Berrett.

I have discussed this with Jared Berrett and Dallin Tait and feel confident that Dallin would be a good fit for the Tourism Tax Advisory Board replacement.

Regards,

Elaine

Elaine Gizler San Juan County, Economic Development and Visitor Services Director 453-587 3235 egizler@sanjuancounty.org



# **COMMISSION STAFF REPORT**

MEETING DATE: September 29, 2022

ITEM TITLE, PRESENTER: Letter of Interest to Serve on Library Board, Nicole Perkins, Library Director

**RECOMMENDATION:** Approve

# SUMMARY

Marjorie Storland, resident of La Sal, has submitted a letter of interest to the Library Board and was approved unanimously at the last Library Board meeting on September 15, 2022. Seeking Commissioners approval.

# **HISTORY/PAST ACTION**

Approved

FISCAL IMPACT

N/A

July 23, 2022

Dear Members of the San Juan County Library Board,

I am writing to express my interest in joining the San Juan County Library Board. I am currently employed part-time with the San Juan School District as a teacher of Special Education and Language Arts. I am also a freelance journalist and have contributed articles, reports and opinion-editorials to numerous print and digital outlets over many years. In 2012 I authored a 2-book series of children's books about heroic acts of compassion and valor during the Vietnam War. The books are "Little Bird Dog and the Big Ship," and "Saving the Vietnamese Orphans."

I have served on a number of volunteer boards including the Grand Junction Commission on Arts and Culture, the High Desert Opera Board of Directors and The FREE Foundation Board of Directors.

I believe a well-functioning library network should provide access to all forms of factual information as well as literary works that enrich and broaden the minds of everyone who reads them. Along with serving as a gathering place for meetings, reading groups and other functions, the library should promote exciting, in-person learning opportunities which may include lectures, performances, and scientific presentations. Showcasing local authors, historical books about this region, and the works of local artisans also serves to help unite residents and promote a sense of respect for our peoples and shared values.

Our libraries help gap the distances between our communities, and the branches, large and small, are crucially important to the local residents who use them. It is my desire to ensure that our library system is meeting the needs of SJC's diverse residents, and to ensure that it remains strong and viable now and into the future.

Feel free to contact me at the email or phone number below.

Yours truly,

Marjorie Haun-Storland

marjorie@rangemagazine.com (970) 985-1936 17 North Io Lane La Sal, UT 84530



# **COMMISSION STAFF REPORT**

MEETING DATE:	October 4, 2022
ITEM TITLE, PRESENTER:	Appointment of Ann Austin to fill the final Planning Commission vacancy representing Spanish Valley whose term will expire December 31, 2026.
<b>RECOMMENDATION:</b>	Make a Motion approving the appointment of Ann Austin

# SUMMARY

In September of 2022, the finalist interview panel comprised of County staff, the Planning Commission Chair and a County Commissioner interviewed the top three final candidates for this vacancy. From those interviews, the panel recommended two finalists, Ann Austin and Shik Han. Ann Austin is the frontrunner and first choice due to her experience with the Planning Commission over the past several years, her familiarity with San Juan County's Zoning Ordinances and her efforts with Spanish Valley community outreach.

# HISTORY

In December, I began the process to fill/renew vacancies. I advertised all Committee vacancies in the San Juan Record as a public notice including the Planning Commission vacancies. This advertisement had no deadline and remains in effect as advertised, until the position is filled.

We received 8 letters of interests initially. 2 other letters of interest were also submitted since the original process began.

In February, 2022, Staff presented a possible appointee to represent Spanish Valley. However, that item was tabled by the Commissioners and directions for Staff to review and modify language in the Planning Commission Bylaws were recommended in that meeting.

In March of 2022, staff presented the revised Planning Commission Bylaws to the Commission for review and approval. The Commission adopted Ordinance #2020-03A amending and approving the changes.

In August of 2022, an interview committee was formed to interview additional individuals who had submitted letters of interests who were not initially interviewed who would now qualify after changes to the bylaws. From those interviews the panel submitted two names for a final interview panel.

In September of 2022, a final interview panel was formed in accordance with panel membership in the bylaws and following that process who interviewed three finalists. Those who were interviewed were Ann Austin, Shik Han and Monette Clark.

# **SHIK HAN**

# Sr. Development Executive: Programs, Products

#### Changing Business with Products, Services, and Brands That Matter

**Business connector,** rallying people and resources behind relevant, profitable programs, products, services, and partnerships.

**Bring energy and intelligence to lead growth and efficiency initiatives:** whether scaling a call center 14X, consolidating global operations, or establishing first-of-their-kind business models in change-resistant organizations and industries.

#### Build loyal, engaged teams that thrive under pressure. Results include:

- ✓ Uncovered millions of dollars in profit by improving analysis of multibillion-dollar portfolio.
- ✓ Led construction projects up to \$40M, coordinating with government, industry, and community.
- ✓ Centralized 140+ operations mechanisms into a unified global framework.
- Employed by, partnered with, or managed critical functions for business icons across diverse industries: IBM, Hyatt, Halliburton, GE Access, JP Morgan, Hilton, and others.

**Work across borders,** having led business in the Americas, Europe, and APAC. Bring intersectional approach that fosters diversity of thought and unity of action.

# LEADERSHIP HISTORY

Business Resolutions, LLC; Moab, UT – 2008 to 2019

(concurrent with TransFirst through 2014)

*\$7M+ holding company with restaurant and hotel interests: <u>Zaxmoab.com</u>, <u>aarchwayinn.com</u>, etc.* 

**VP of BUSINESS DEVELOPMENT:** Initially contracted as consultant to identify growth opportunities. Won buy-in from leaders of hotel and restaurant groups for rethinking stagnant brands. Accepted offer to serve as VP of Business Development, leading executive development team of owners and general managers. Now manage development projects and vendor relationships, including general contractors, subcontractors, installers, designers, marketing and advertising pros, etc. Liaise with local and state governments, marrying relationship management, business strategy, and economic development.

# Led 66% growth in restaurants & 100% in hotels, adding \$3.2 in revenue. Set stage for future innovation & growth.

- Completed \$65M in innovative hotel projects that contributed to economic development of the Moab area. Collaborated with stakeholders to usher projects from concept to completion.
- Won approval for 196-unit apartment complex in Moab. Complex is a 10-building acquisition.
- Identified historical Uranium Building acquisition in downtown Moab. The property is in pre-development to become a condominium complex.
- Established unique take on "fly-in" community for airplane commuters. In predevelopment for high-end, "pocket neighborhood" concept, the 70-lot development will meet private pilots' desire to combine accessibility with upscale design and amenities.

#### Upleveled leadership performance and win/win corporate citizenship.

- Worked one-on-one with managers, coaching them on spotting and mining opportunities. Helped create systems and delegate so they could make use of their time for high-value activities.
- Enabled \$10M in M&A and joint venture activities that nearly doubled overall revenue. Generated new business through investment and property management.
- Worked in support of responsible economic development. Served on civic and nonprofit bodies to grow local economy and attract outside investors while ensuring the availability of affordable housing for all residents.

shikco@gmail.com

#### (303) 547-6919

#### Select Case Studies \$25M Hyatt Place Build: Small Cottage, Big Idea

Co-conceived novel approach to maximizing capacity of Hyatt Place site. Built freestanding "casitas" on "leftover" land.

#### **Results:**

- ✓ Set record for "fastest revenue-onbook"—\$1.6M in 3 months.
- ✓ Set new standard, with "casita" strategy being rolled out to other Hyatt sites.

#### \$40M Hoodoo Moab

Collaborated with development team and Hilton to unify and transform under-utilized lots. Led financial due diligence and \$40M funding strategy when major hospitality lenders said no.

Drove development of luxury brand for rugged adventurers. Played key role in getting property "upzoned" by the city. Found replacement units for displaced residents.

#### **Results:**

- Established full-service, high-end boutique hotel from concept to opening (on-track for June 1, 2019).
- ✓ Hotel will add a projected \$2M Annually to local economy. https://bit.ly/2GNwoTy
- ✓ Built brand-driven design innovations with Atwater Studios.

#### \$1.5M Expansion: Redefining Casual Dining

Led rebranding and facility remodel that added seating capacity and brand relevance to Zax Restaurant.

#### Results:

- ✓ Realized 30% revenue growth in first year, with 60% growth anticipated by year 3.
- Doubled seating capacity with minimal disruption to business.
- Minimized disruption to cashflow, closing restaurant for only 4 weeks.

# **SHIK HAN**

#### TransFirst; Broomfield, CO – 2008 to 2014

Merchant services and secure transaction processing firm bought by TSYS for \$2.35B in 2016.

SENIOR FINANCIAL ANALYST: Hired by Curtis Bauer to make financial analyst role more strategic while managing day-to-day assessment of \$10B+ transaction processing portfolio. Ran operational analysis, reporting, and profit programs. Performed monthly and twice-yearly projects in search of revenue and/or efficiency opportunities. Built reporting decks for monthly presentation to Board and CEO.

#### Added 8-figures to bottom line, enhancing value ahead of high-multiple sale.

- Added \$2M+ in annual profit. Based on large-scale analysis, structured program to capture missed revenue twice yearly, each initiative generating \$1M to \$2.5M by consolidating fees that were fractions of a penny on each transaction.
- Enabled 6S forecast accuracy standard of <0.03%—down from double digits. Controllers • and CFO depended on accurate reporting, analysis, projection, and execution.
- Upleveled and standardized reporting and analysis capabilities, upgrading from individual Excel spreadsheet to a virtual desktop server that unified the function, despite no previous knowledge of object-linked data recovery and other critical pieces of the tech puzzle.
- Innovated automated processes company-wide. IT team modeled global web-based tools • on analytical mock server. In parallel, educated IT team on business logic behind data structure so they could improve upon system.

#### Avnet/GE Access; Boulder, CO – 2002 to 2008

One of the world's largest distributors of electronic components/embedded solutions.

CENTER OF EXCELLENCE TEAM LEAD—EMERGING MARKET ORDER MANAGEMENT: Following purchase of GE Access by Avnet, promoted to new role to ensure orders were accurate and auditable across global customer and internal organizations. Led 13 reports: agents and trainer.

#### Drove 7-figure order accuracy down from double- to single-digit error rates in newly merged organization, resolving long-standing customer service complaints.

VARIOUS ACCOUNT MANAGER ROLES—GE ACCESS: Originally hired into GE Access to close, manage, and retain large data servers for B2C customers. Gained real-world understanding of interdependent business and IT strategies. Promoted to work in Quality and Emerging Markets spaces, having become a technical sales SME. Subsequent work in Marketing Operations dealt with non-standard pricing requirements—balancing interests of clients and Sales while keeping each contract profitable.

#### **IBM**; Boulder, CO – 1994 to 2002

Multinational IT organization providing enterprise solutions, developer tools, and more.

BUSINESS ANALYST: Hired as Due Diligence Tech (documenting procedures for 10-year \$3B account), earning rapid promotions. Became Escalation Manager after independently learning Mac and PC platforms, resolving individual issues, and identifying and correcting root causes. Interfaced with program and project managers in the UK and Singapore. Performed extensive cost and human capital analysis as part of extensive budgeting contributions.

#### Provided operational support for \$180M commercial account portfolio.

- Lowered service escalations associated with Blue Chip accounts. Developed root cause • program, including metrics and reporting structure.
- Contributed to M&A integration of Chase/JP Morgan merger. Helped consolidate request systems for 140+ sites across Americas, Europe, India, and APAC.

Early career: Worked with outsourced call center, scaling from 8 to 114 FTEs. Implemented multitiered support processes for AT&T Lucent Customer Care. Led team of 15 in documenting support procedures—cementing core operational concepts that inform executive leadership today.

"I'm always learning, often building the airplane as I'm flying it, whether absorbing everything about a complex new industry or understanding stakeholders' motivations in a deal I'm putting together. My history of rapid promotion and measurable impact is a result of a leadership style developed on the front lines of business."

(303) 547-6919

# Select Case Studies

# **Retro for Rapid Growth**

During due diligence for a property in Cortez, CO, recognized superior potential in bank-owned Mesa Verde property and purchased that instead. Contained costs by branding property as the Retro Inn.

#### **Results:**

- ✓ Attained #1 TripAdvisor rating.
- ✓ Realized 40% NOI.
- ✓ Doubled property value.
- Leveraged success for hospitality ecosystem, developing onsite Destination Grill.

# Volunteer & **Additional Experience**

Founder, HUNGRY?™—Predevelopment phase, for-purpose firm with a mission leading socially conscious marketing movement.

Chair, Moab Area Housing Taskforce—First non-government employee to chair organization aimed at addressing affordable housing crisis in Moab. Work from zoning and planning as well as economic development fronts.

Member. National Low-Income Housing Coalition—Advocate for public policy that ensures affordable, decent homes for everyone.

Member, Holistic Housing Utah-Lobby local, county, and state governments to pass affordable housing and poverty alleviation legislation.

**Thought Leader, ICOM (Innovation** Center of Moab)—Incubator and business development platform to be housed on new USU campus.

Member, Downtown Business District Steering Committee Advisory Board-Served on steering committee to define future downtown redevelopment plan. https://bit.ly/2TaZanl

Member, Moab Economic **Development Steering Committee** — Served on committee along with members of the Governor's Office of Economic Development to develop programs to foster global busine community relations for local ed 46 diversification.

shikco@gmail.com PAGE 2

December 30th, 2021

Dear San Juan County Commissioners,

I am writing to express my interest in serving on the San Juan County Planning Commission for the Spanish Valley seat.

Since I moved to Spanish Valley in 2013, I have been engaged in local issues through attending County Commission and Planning Commission meetings. During this time, I have also become familiar with the Spanish Valley Special Service District and San Juan County's economic development goals. I have attended many meetings concerning Spanish Valley zoning ordinances, read packets, and am well informed. If I have a question or a concern, I make the effort to contact County Commissioners, Planning Commission members, county staff, neighbors, and various developers in the region to get a better understanding.

I am interested in San Juan County's history and the many people who have made this region their home. I enjoy learning about the opportunities and challenges that San Juan County faces. I think it is important to find common ground among its diverse residents.

In addition to what I have learned from my civic engagement, the skills I have acquired through my teaching career will help me serve my community as a person with patience and ability to collaborate with others.

Thank you for your consideration,

Ann Austin

Spanish Valley San Juan County

4949 Spanish Valley Dr. Moab, UT 84532 435-260-0828 austinannm@gmail.com

#### EDUCATION

Master of Arts in Teaching Special Education August 2012

Ann Austin

BA in Anthropology August 1997 North Carolina State University Raleigh, North Carolina

University of North Texas Denton, Texas

#### LICENSURE

Special Education (K-12+) Endorsements- Mild/Moderate Disabilities Severe Disabilities

#### PROFESSIONAL EXPERIENCE IN EDUCATION

2017–2020 Grand County School District Grand County High School

Special Education Teacher-Students with Significant Cognitive and Multiple Disabilities

- Plan and implement customized lessons in the alternate course of study for individual students grades 9-12+
- Provide instruction in transition curriculum including social skills, life skills and job skills
- Outreach and coordination with local organizations and businesses to provide customized job internships for students
- Manage individual education plans for students in accordance with state laws
- Monitor progress of student learning using a variety of curriculum tools and measures
- Use preventive and individualized behavior strategies to facilitate learning
- Collaborate with parents and teaching staff on a regular basis

#### 2016–2017 Grand County School District

Helen M. Knight Intermediate School

Special Education Resource Teacher

- Plan and implement language arts and math lessons for 2<sup>nd</sup> and 3rd grade resource students
- Manage individual education plans for more than 20 students in accordance with state laws
- Monitor progress of student learning using a variety of curriculum tools and measures
- Use preventive and individualized behavior strategies to facilitate learning
- Collaborate with parents and teaching staff on a regular basis

Moab, Utah

Moab, Utah

#### 2014–2016 Grand County School District Grand County Middle School

Special Education Teacher-Students with Significant Cognitive Disabilities

- Plan and implement language arts and organizational skills lessons for 7th and 8th grade resource students
- Manage individual education plans for students in accordance with state laws
- Monitor progress of student learning using a variety of curriculum tools and measures
- Use preventive and individualized behavior strategies to facilitate learning
- Collaborate with teaching assistants, regular and special education teachers, and related service providers on a daily basis

# 2013–2014 Grand County School District

Grand County Middle School

Special Education Resource Teacher – Mild/Moderate

- Plan and implement language arts and organizational skills lessons for 7th and 8<sup>th</sup> grade resource students
- Manage individual education plans for more than 20 students in accordance with state laws
- Monitor progress of student learning using a variety of curriculum tools and measures
- Use preventive and individualized behavior strategies to facilitate learning
- Collaborate with teaching assistants, regular and special education teachers, and related service providers on a daily basis

# 2012 - 2013Wake County Public School System<br/>Carver Elementary SchoolWendell, North Carolina

Special Education Autistic I Teacher

- Planned and implemented lessons for K-2 students with autism on the NC Extended Common Core Standards curriculum
- Managed individual education plans in accordance with state laws
- Assessed student learning using a variety of methods
- Used preventive and individualized behavior strategies to facilitate learning
- Collaborated with teaching assistants, regular and special education teachers, and related service providers on an ongoing basis
- Utilized technology, such as computers, tablets, and interactive whiteboards
- Received extensive district training for beginning teachers and special educators

# 2011 – 2012 Wake County Public School System Raleigh, North Carolina Washington Elementary Gifted and Talented Magnet School

Autistic I and Cross-Categorical Kindergarten Teacher's Assistant

- Provided instructional and behavioral support to students with autism in the regular education classroom
- Supported student learning through the use of classroom behavior strategies
- Assisted small group instruction in reading, writing, and mathematics

Moab, Utah

Moab, Utah

2006 - 2007

Raleigh, North Carolina

**Wake Technical Community College** English as a Second Language Instructor

- Planned and implemented lessons and activities to support English language instruction for 25 Continuing Education students
- Organized records to track and document student progress
- Coordinated student community project with local library

2005 – 2006 Wake County Public School System Raleigh, North Carolina Washington Elementary Gifted and Talented Magnet School Cross-Categorical Resource Teacher's Assistant

- - Managed schedules and provided inclusion support for students with autism
  - Provided individualized instruction to students with critical needs
- Maintained classroom files and records in compliance with school policy

Autistic II Teacher's Assistant

- Maintained a structured classroom according to the TEACCH method
- Modeled and facilitated the use of social skills in group activities
- Adapted teaching materials to individual students' abilities

2001 – 2003 Grand County School District Helen M. Knight Intermediate School Grand County Middle School

Resource Teacher's Assistant

- Assisted in planning and implementing activities for students with cross categorical disabilities
- Taught lessons in math, language arts, reading, and social skills
- Worked one-on-one with student with severe emotional disorder; managed behavior intervention and educational plan; prepared daily report
- 1999 2000 Kashima City Cultural Center

English Conversation Teacher

- Taught English conversation to children and adults, individually and in groups, totaling more than 50 students
- Developed curriculum for teaching spoken English to children and adults

1997 – 1999 Kashima City School District

Assistant English Teacher

• Taught conversational English to K-8 public school students

#### OTHER WORK EXPERIENCE

2021 Sunflower Hill Inn Part time Innkeeper/Housekeeper

• Managed day to day operations of a small bed and breakfast, which included, processing reservations, providing guest services, housekeeping, and grounds maintenance

Kashima, Japan

Moab, Utah

Kashima, Japan

Moab, Utah

#### Cary, North Carolina

# 2009 – 2010 Goodwill Community Foundation

Retail Program Manager

- Interviewed and hired applicants; trained new employees
- Promoted positive corporate image by effective communication with customers and donors
- Exceeded monthly sales goals through aggressive inventory management

2006 – 2009 Cause for PAWS Thrift Shop

Raleigh, North Carolina

Branch Manager

- Managed eight employees; increased sales and operational efficiency
- Introduced computer technology for budget management, payroll, and sales analysis and reporting
- Initiated and organized event participation: Planet Earth Celebration, Bark Around the Park, Zebulon Business Expo, Angel Tree Gift Exchange

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES	Item 7
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. RE0	QUISITION/PURCHASE REQ. NO.	5. PR	0JECT NO. (If applicable)	
P00001	See Block 16C	1921	22FSLSLC00016			
6. ISSUED BY CODE	70CDCR	7. AD	MINISTERED BY (If other than Item 6)	CODE	ICE/DCR	
DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024			/Detention Compliance igration and Customs E ice of Acquisition Man 12th St SW hington DC 20024	nforc	cement	
8. NAME AND ADDRESS OF CONTRACTOR (No., street	, county, State and ZIP Code)	(x) 9A	. AMENDMENT OF SOLICITATION NO.			
SAN JUAN COUNTY OF POST OFFICE BOX 9 117 SOUTH MAIN STREET ROOM 20 MONTICELLO UT 845350009	02	x 10 8 7	DATED (SEE ITEM 11) A. MODIFICATION OF CONTRACT/ORDER 1-15-0079 DCDCR21FIGR00133 B. DATED (SEE ITEM 13)	NO.		
CODE WOULDD2FEUD2	FACILITY CODE	-	4/14/2021			
CODE WCVABP2FEVA2	11. THIS ITEM ONLY APPLIES TO					
THE PLACE DESIGNATED FOR THE RECEIPT OF C virtue of this amendment you desire to change an offe reference to the solicitation and this amendment, and 12. ACCOUNTING AND APPROPRIATION DATA (If requires See Schedule 13. THIS ITEM ONLY APPLIES TO M	r already submitted , such change may l is received prior to the opening hour and <i>uired</i> ) Net	be made <u>d date sp</u> t Dec	by telegram or letter, provided each telegram ecified.	n or letter -\$120	makes .00	
CHECK ONE A. THIS CHANGE ORDER IS ISSUED F ORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify authority) THE	E CHAN	GES SET FORTH IN ITEM 14 ARE MADE IN	THE CO	NTRACT	
B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMEN			MINISTRATIVE CHANGES (such as change OF FAR 43.103(b). TY OF:	s in payin	ng office,	
D. OTHER (Specify type of modification	and authority)					
X Unilateral Contract	Closeout					
E. IMPORTANT: Contractor I is not.	is required to sign this document ar	nd return	copies to the issui	ing office		
14. DESCRIPTION OF AMENDMENT/MODIFICATION				0		
Finance Point of Contact: He		-	•	,	-886-7406	
Alternate Finance Point of C 801-886-7437	ontact: Emilee A. Ho	pkin	, emilee.a.hopkin@ice.	dhs.ç	jov,	
Contract Specialist: Joseph Contracting Officer: Diana B				-0469	)	
The purpose of this modifica as outlined in the e-mail is 1) The Contractor did not re	sued on September 16	5, 20	22.			
Contracting Officer is unila	terally deobligating	g exc	ess funds and closing	this	contract.	
Continued	a document referenced in them 0.4	04	violation abanded remains whether and the	5 full f	a and offert	
Except as provided herein, all terms and conditions of th 15A. NAME AND TITLE OF SIGNER ( <i>Type or print</i> )	e accument referenced in Item 9 A or 10	16A.	NAME AND TITLE OF CONTRACTING OFF	FICER (T)	ype or print)	
15B. CONTRACTOR/OFFEROR	16B.	UNITED STATES OF AMERICA	gitally si	iana.Brozi@ice.d 16C.DATE SIGN igned by DIANA K BR( 2.09.23 14:15:33 -04'0	ied OZI	
(Signature of person authorized to sign)			(Signature of Contracting Officer)			
NSN 7540-01-152-8070 Previous edition unusable					RD FORM 30 (REV. 10-8 ed by GSA	5)

REFERENCE NO. OF DOCUMENT BEING CONTINUED CONTINUATION SHEET

#### 81-15-0079/70CDCR21FIGR00133/P00001

NAME OF OFFEROR OR CONTRACTOR SAN JUAN COUNTY OF

SAN JUAI	N COUNTY OF	1			1	
ITEM NO.	SUPPLIES/SERVICES			UNIT PRICE	AMOUNT	
(A)		(C)	(D)	(E)	(F)	
		QUANTITY (C)		UNIT PRICE (E)	(F)	).00

OF

PAGE

2



# **COMMISSION STAFF REPORT**

MEETING DATE:	July 19, 2022
SUBMITTED BY:	Tammy Gallegos, Emergency Manager
TITLE:	2022 State Homeland Security Grant Program
<b>RECOMMENDATION:</b>	Approval

# SUMMARY

Every year we apply for this grant, it is what helps up maintain the Emergency Management Program in San Juan County. The grant funding is project specific approved by FEMA. This is a renewal of the grant for the year 2022.

# **HISTORY/PAST ACTION**

Renewal of Contract

FISCAL IMPACT

**All grant funding.** \$130,764.91

# FY 2022 Award Packet For the State Homeland Security Grant Program (SHSP)



Award Distributed By Utah Department of Public Safety's (DPS) Division of Emergency Management (DEM)

Federal Funding Provided By The United States Department of Homeland Security's (DHS) Federal Emergency Management Agency (FEMA) 09/06/2022

Tammy Gallegos San Juan County

The Utah Division of Emergency Management is pleased to inform you that a grant award for San Juan County has been approved in the amount of \$130,764.91 from the Fiscal Year (FY) 2022 Homeland Security Grant Program.

This letter and its attachments outline the terms and conditions of accepting this award. Please read all terms and conditions carefully, sign, and return no later than October 31, 2022. The signed award letter should be sent via email to Tanner Patterson (<u>tpatterson@utah.gov</u>). After we have received your signed award packet, the funding outlined in this packet will be obligated to your agency, enabling you to request reimbursement DEM's Reimbursement Request Form (85-21) as costs are incurred and paid while carrying out the approved project(s).

We look forward to working with you on this award. Please ensure that you are coordinating with your respective Utah Regional Coordination Council Chairs or designees. Should you have any questions or need additional information, we ask that you first coordinate with your Regional Chair or designee in order to keep a coordinated chain of communication. If time is pressing and you are unable to contact your Regional Chair or designee, please contact Tanner Patterson, Finance Manager at tpatterson@utah.gov.

Sincerely,

Kris Hamlet, Director Utah Department of Public Safety Division of Emergency Management

56

1

# Agreement Articles Thu Sep 01 00:00:00 GMT 2022



**GRANTEE:** 

**PROGRAM:** 

AGREEMENT NUMBER:

U.S. Department of Homeland Security Washington, D.C. 20472

#### AGREEMENT ARTICLES Homeland Security Grant Program

Utah Department of Public Safety\\\ Division of Emergency Management Homeland Security Grant Program EMW-2022-SS-00013-S01

# TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	HSGP Performance Goal
Article III	DHS Standard Terms and Conditions Generally
Article IV	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article V	General Acknowledgements and Assurances
Article VI	Acknowledgement of Federal Funding from DHS
Article VII	Activities Conducted Abroad
Article VIII	Age Discrimination Act of 1975
Article IX	Americans with Disabilities Act of 1990
Article X	Best Practices for Collection and Use of Personally Identifiable Information
Article XI	Civil Rights Act of 1964 - Title VI
Article XII	Civil Rights Act of 1968
Article XIII	Copyright

	Item 8.
Article XIV	Debarment and Suspension
Article XV	Drug-Free Workplace Regulations
Article XVI	Duplication of Benefits
Article XVII	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XVIII	Energy Policy and Conservation Act
Article XIX	False Claims Act and Program Fraud Civil Remedies
Article XX	Federal Debt Status
Article XXI	Federal Leadership on Reducing Text Messaging while Driving
Article XXII	Fly America Act of 1974
Article XXIII	Hotel and Motel Fire Safety Act of 1990
Article XXIV	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article XXV	Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Article XXVI	Lobbying Prohibitions
Article XXVII	National Environmental Policy Act
Article XXVIII	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXIX	Non-Supplanting Requirement
Article XXX	Notice of Funding Opportunity Requirements
Article XXXI	Patents and Intellectual Property Rights
Article XXXII	Procurement of Recovered Materials
Article XXXIII	Rehabilitation Act of 1973
Article XXXIV	Reporting of Matters Related to Recipient Integrity and Performance
Article XXXV	Reporting Subawards and Executive Compensation

Article XXXVI	Item 8. Required Use of American Iron, Steel, Manufact <del>ureu</del> Products, and Construction Materials
Article XXXVII	SAFECOM
Article XXXVIII	Terrorist Financing
Article XXXIX	Trafficking Victims Protection Act of 2000 (TVPA)
Article XL	Universal Identifier and System of Award Management
Article XLI	USA PATRIOT Act of 2001
Article XLII	Use of DHS Seal, Logo and Flags
Article XLIII	Whistleblower Protection Act
Article XLIV	Environmental Planning and Historic Preservation (EHP) Review
Article XLV	Applicability of DHS Standard Terms and Conditions to Tribes
Article XLVI	Acceptance of Post Award Changes
Article XLVII	Disposition of Equipment Acquired Under the Federal Award
Article XLVIII	Prior Approval for Modification of Approved Budget
Article XLIX	Indirect Cost Rate

#### Article I - Summary Description of Award

The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$4,847,500. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

#### Article II - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Assessment (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

#### Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awa in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

#### Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

## Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

# Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

#### Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **Article XIV - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

#### **Article XVI - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by

federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. Hou litem 8. se prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

## Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

## Article XVIII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

## Article XIX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

#### Article XX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

## Article XXI - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

#### Article XXII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

# Article XXIII - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

# Article XXIV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

#### Article XXV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

additional assistance and information regarding language access obligations, please refer to the DHS Recipient d Item 8. https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

# **Article XXVI - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

## Article XXVII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

## Article XXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

#### Article XXIX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

# Article XXX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

#### Article XXXI - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

#### Article XXXII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### Article XXXIII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## Article XXXIV - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

#### Article XXXV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

#### Article XXXVI - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. *See also* Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

#### Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For award Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at <u>"Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov</u>. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see <u>Programs and Definitions: Build America, Buy America Act | FEMA.gov</u>.

## Article XXXVII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

## Article XXXVIII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

# Article XXXIX - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

# Article XL - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

# Article XLI - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

# Article XLII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

# Article XLIII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

# Article XLIV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Gra Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

# Article XLV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

# Article XLVI - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

# Article XLVII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

# Article XLVIII - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

# Article XLIX - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

ms

# 1. Purpose

a. The Utah Department of Public Safety through the Utah Division of Emergency Management sub-awards State Homeland Security Program funding based on a set funding formula determined in conjunction with the Utah Regional Coordination Council (URCC) as established in State Code 53-2a-104 for the purpose of assisting state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism. Each Region is responsible for developing projects specific to their Region. These projects must total the respective allocation amount proposed by the funding formula. This formula also has set asides for the Utah State Bomb Squad Task Force, State Information and Analysis Center (SIAC), and State Urban Search and Rescue Task Force. The method for creating these projects is up to the Region but must comply with overarching federal and state requirements pertaining to the program. Each Region's cumulative submission must meet funding requirements set at the beginning of each grant cycle. Regions may determine a fiduciary for the funds or allow individual jurisdictions to participate in the program. Any jurisdiction receiving funding from SHSP is considered a "recipient" and must comply with all applicable grant requirements provided by the relevant Notice of Funding Opportunity, FEMA Grants Preparedness Manual, articles of agreement, and the 2 CFR 200. This statement of work document is intended to outline how the grant works along with the responsibilities of jurisdictions receiving an award.

# 2. Background

a. DEM has endeavored to create a program that allows for Regions and participants to focus on local efforts and priorities in addressing and sustaining capability gaps that align with the purpose of this program while maintaining a framework that guides projects to collaborate with statewide efforts and capabilities.

# 3. DEM/URCC Objectives

- a. DEM and the URCC objectives are:
  - i. To provide oversight of the State's SHSP to ensure projects submitted are aligned with statewide and national priorities and that funding is utilized in an efficacious and timely manner.
  - ii. Provide oversight and guidance on developing and carrying out effective projects under SHSP.
  - iii. Provide oversight and guidance on managing federal awards.
  - iv. Provide a forum and support for addressing statewide needs and refining the SHSP framework to facilitate these efforts.

# 4. Approvals

- a. Accompanying this document is a project summary for the respective grant year. The projects in this summary are the projects that were submitted to FEMA as part of the State's Investment Justification and identify which projects FEMA has awarded us the funding to pursue. Pending any holds listed in Article II, these projects are approved as they are presented on the project summary. Any modifications to these projects have to be reviewed and approved by your respective Region, the State, and FEMA (where applicable according to Article XXX). If a project is carried out prior to the approval of a modification, the funds will be placed on hold while the respective Region Chairs and State SHSP Coordinator discuss if the funds will be deobligated or if the change will be allowed retroactively. The State will not approve modifications within 6 months of the end of the grant cycle.
- b. Requests for extension of the Period of Performance (PoP) must be submitted to DEM prior to 6 months from the end of a grant cycle. An extension request must justify the need for the extension, provide updated milestones, and cannot include any modifications to the existing project. DEM will

67

review the extension request and, if supported, will submit an amendment to FEMA. FEM ltem 8. ultimate authority in approving or denying extension requests.

- c. Failure to meet requirements outlined in the Notice of Funding Opportunity, Preparedness Grants Manual, 2 CFR 200 or Articles of Agreement and Statement of Work will result in funding denials.
- d. DEM assigns all responsibility for assuring allowability of expenses submitted under any project to the sub-recipient. DEM will review and approve all projects and reimbursement requests as part of the State's Investment justification, however, this does not constitute DEM assuming liability resulting from any review of projects not directly managed by DEM.

# 5. Recipient Responsibilities

a. It is the recipient's responsibility to ensure their compliance with all federal award and state requirements as outlined in this Statement of Work, 2 CFR 200, the Articles of Agreement, FEMA's Preparedness Grants Manual, the program's Notice of Funding Opportunity as well as any of their existing local policies and procedures. Local policies and procedures may be more restrictive than some of the federal or state Requirements but they cannot be less restrictive in any area. It is also the recipient's responsibility to communicate progress towards completing the projects under this award. If there are any set-backs that may prevent any project from being completed during the period of performance, this needs to be communicated with regional stakeholders and the State SHSP coordinator as early as possible.

# 6. Reimbursements and Reporting

- a. Each Region may have a different method of coordinating reimbursement. Refer to your Region Chair or designee for instructions on this topic. At a minimum, DEM will require an 85-21 reimbursement request form accompanied with proof of purchase and proof of payment.
- b. It is the requirement of any recipient of these funds to report their progress towards completion of their projects at least quarterly. There is no set format for this report, Regional Coordinators will determine the method for receiving these reports. Failure to report or lack of communication may be justification for deobligation of open projects. Reports should be structured around milestones provided at the time of application.

# 7. Monitoring

a. All recipients of SHSP funding must comply with all monitoring requests from DEM and FEMA.

# 8. Modifications to Statement of Work

a. Each Region has the authority to set additional considerations on any funding sub awarded within its jurisdiction. These considerations may be in addition to any considerations set forth by FEMA, DEM, and the URCC but may not remove any existing considerations.

# 9. Special Considerations

- a. Should the Region have additional agreements, certification of said agreements will be required in addition to this award packet.
- b. This section will list any special considerations for the projects included in the project summary not previously covered by the NOFO, Preparedness Grants Manual, Articles of Agreement, or Statement of Work.

Award Document	Utah Department of Public Safety (DPS) Division of Emergency Management (DEM) Funding Entity: Federal Emergency Management Agency (FEMA) Federal Award Identification Number (FAIN):EMW-2022-SS-00013 Federal Award Date: 09/01/2022				
<b>1a. Agreement No.</b> EMW-2022-S00013-014		<b>2. Amendment No.</b> N/A	<b>3. UEI No.</b> YKMUM1NJE9A9	4. Type of Action Award	
<b>6. Recipient Name</b> San Juan County		7. Name of Recipient Project Officer Tammy Gallegos	8. Contact Information tgallegos@sanjuanc ounty.org	9. Name of DEM Project Coordinator Tanner Patterson 801.598.1610 tpatterson@utah.gov	
<b>10. Effective Date of</b> <b>This Action</b> 9/1/2022	<b>11. Assistance Arrangement</b> Cost Reimbursement		<b>12. Period of Performance</b> From: 09/01/2022 To: 03/31/2025		
<b>13. Description of Action</b> Indicate funding obligation of award relating to project(s) in provided project summary					
Program Name	CFDA No.	Prior Award	Amount Awarded	Current Total Award	
State Homeland Security Grant Program	97.067	\$0.00	+\$130,764.91	\$130,764.91	
Acceptance and Certification					
By signing below, the signatory official and project manager certify that they have read, understand, and will comply with all requirements set forth in this document.					
Recipient Signatory Official*			Date:		
Printed Name and Title			·		
DEM Signatory Official			Date:		
Printed Name and Title	Kris Hamlet, Director				
*A signatory is someone who signs a contract, therefore creating a legal obligation. The person who signs this document needs to have the authority to enter into a legal obligation for your jurisdiction.					

69



# **COMMISSION STAFF REPORT**

MEETING DATE:	10/04/2022
ITEM TITLE, PRESENTER:	Simpleview Customer Relationship Management Renewal Agreement with San Juan County, by Elaine Gizler, Economic Development and Visitor Services Director.
<b>RECOMMENDATION:</b>	Business Action/ Approve

SUMMARY: San Juan County Economic Development and Visitor Services Director requests approval to renew Simpleview Customer Relationship Management Agreement for 2022-2023. Simpleview provides San Juan County Economic Development & Visitor Services with hosting of the Customer Relationship Management program that includes tracking the Visitor Services requests Domestic and International, the annual fee, and daily back-ups. The approval would be for one staff user, and Simpleview also provides 10 hours of backup for technical support, remote training, report building, template creation, and many other configurations.

**HISTORY/PAST ACTION**. SJC Economic Development and Visitor services have had this service in place for several years.

FISCAL IMPACT \$2500 annual cost comes from the Economic Development and Tourism budget.

#### **CUSTOMER RELATIONSHIP MANAGEMENT AGREEMENT**

This AGREEMENT (the "Agreement") is made and entered into as of the 1st day of April, 2022 (the "Effective Date"), by and between Simpleview, LLC with offices at 8950 N. Oracle Road, Tucson, AZ 85704 ("Simpleview") and San Juan County Visitor Services with offices at 117 S Main Street, Monticello, UT 84535 ("Client").

#### RECITALS

- A. WHEREAS, Simpleview offers certain consulting, development and hosting services and Web-based Applications for use on the World Wide Web, including the Customer Relationship Management Application ("CRM");
- B. WHEREAS, Client desires that Simpleview support the current CRM application and provide certain other services and applications useful in the design, programming, and maintenance of the Application;
- C. WHEREAS, Client desires to engage Simpleview, and Simpleview desires to be engaged by Client, to provide Internet services and products on the terms and subject to the conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises set forth herein, Simpleview and Client (collectively, the "Parties") hereby agree as follows:

#### 1. Simpleview Services

Simpleview agrees to provide Client with services for development and hosting of the CRM as set forth or described in Exhibit A hereto (the "CRM Services") and to provide Client with additional services, if any, set forth or described in Exhibit B hereto (the "Additional Services"), which exhibits may be amended from time to time by mutual agreement of the Parties. Obligations of Simpleview, if any, to provide ongoing maintenance tasks for the CRM shall be set forth and included as part of Additional Services on Exhibit B hereto ("Maintenance") (the CRM Services and the Additional Services are hereinafter referred to collectively as the "Services"). Client agrees that Simpleview is responsible only for providing the Services specifically set forth in Exhibit A and Exhibit B hereto.

#### 2. CRM Development and Hosting

#### 2.1 Delivery of Client Content

"Client Content" shall mean any materials provided by Client for incorporation into CRM, including, but not limited to, any database files, images, photographs, illustrations, graphics, audio clips, video clips or text. Client shall deliver the Client Content to Simpleview in an electronic file format specified and accessible by Simpleview (e.g., .txt, .gif) or as otherwise specified in Exhibit A. Any services required to convert or input Client Content not set forth in Exhibit A as Web Site Services shall be charged as Additional Services. Client shall promptly deliver all Client Content to Simpleview as required by Simpleview.

#### 2.2 Work Orders

If Client wishes to implement upgrades or revisions to CRM that differ materially from the Services in Exhibits A and B, Client shall submit to Simpleview a written change order containing (i) such revisions in detail and (ii) a request for a price quote for such change (collectively, the "Change Order"). Simpleview shall promptly evaluate the Change Order and submit to Client for its written acceptance a proposal for undertaking the applicable tasks and a price quote reflecting all associated fees associated with Client's Change Order. Client shall have ten (10) business days from receipt of such proposal to accept or reject Simpleview's proposal in writing. If Client accepts Simpleview's proposal to undertake the terms of the submit to the submit to undertake the terms of the submit to the submit of the submit to accept or reject Simpleview's proposal in writing.

work necessitated by the Change Order, then the Change Order, as supplemented and/or modified by Simple Item 9. proposal, shall amend and become a part of Exhibit A and Exhibit C hereto (Fee Schedule). Routine updates and "fixes" shall be performed according to the Fee Schedule in Exhibit C.

#### 2.3 Hosting

Unless otherwise indicated in the Exhibits hereto, CRM shall be accessible to third parties via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week following launch of the Site, except for scheduled maintenance and required repairs, and except for any loss or interruption due to causes beyond the control of Simpleview. Client's exclusive remedy for any unscheduled downtime exceeding twenty-four hours shall be a prorated credit towards future services. Simpleview shall provide client with a system and the necessary software to allow Client to transmit revisions, updates, deletions, enhancements or modifications (the "Updates") to CRM. Simpleview shall incorporate Updates according to a written schedule agreed upon by the Parties.

#### 3. Service Fees

Client shall pay the fees set forth in the Fee Schedule in Exhibit C hereto. Simpleview expressly reserves the right to change the rates charged hereunder for the Services during any Renewal Term. Client shall pay, or promptly reimburse Simpleview for, any out-of-pocket expenses, including, without limitation, travel and travel-related expenses, incurred by Simpleview in connection with the performance of the Services, provided however, that the travel and related expenses shall be approved in advance by an officer of Client's company. Client shall pay to Simpleview all fees within thirty (30) days of the date of the applicable Simpleview invoice. Written approval is required for fees exceeding \$250.

#### 4. Proprietary Rights

#### 4.1 Proprietary Rights of Client

Client Content, Work Product, Client Data and User Information shall remain the sole and exclusive property of Client subject to section 4.2 of this Agreement. Nothing in this Agreement shall be construed to grant Simpleview any ownership right in the Client Content, Work Product, Client Data or User Information. Subject to section 5.1 of this Agreement, to the extent, if any, that ownership of Client Content, Work Product, Client Data and User Information does not automatically vest in Client by virtue of this Agreement or otherwise, Simpleview hereby transfers and assigns to Client all rights, title and interest which Simpleview may have in and to Client Content, Work Product, Client Data and User Information.

"Client Content" includes, without limitation, all copyrights, domain names, designs, images, text, trademarks, patents, trade secrets, and any other proprietary rights.

"Work Product" means all elements of the CRM and documentation prepared specifically for Client by Simpleview in accordance with the terms of this Agreement including but not limited to HTML files, XML files, graphics files, animation files, data files, scripts and programs, in object code, source code or other programming code.

"Client Data" means all data and information about Client's businesses, customers (current, former or prospective), employees, operations, facilities, products, markets, assets or finances that Simpleview obtains, creates, generates, collects or processes in connection with this Agreement, and all intellectual property rights in that data and information.

"User Information" means all information about users, and Client members and personnel and Internet browsers (whether or not users), that Client provides to Simpleview hereunder, or that Simpleview otherwise collects, compiles, creates or stores in connection with this Agreement and, including without limitation (i) name, address, email address, password information, account numbers, financial information, demographic data, marketing data, credit data, any ot

identification data; (ii) any other user data submitted in the course of the access or use of Simpleview Products; a any information about an identifiable individual that constitutes "personal information" under applicable law.

On Client's written request or upon termination of this Agreement for any reason, Simpleview will promptly provide Client or their vendor(s) backups of Client Content, Work Product, Client Data and User Information such that Client and/or their vendor(s) can use the backups to migrate to different CRM or CMS platforms.

#### 4.2 Proprietary Rights of Simpleview

Subject to Client's ownership interest in Client Content, Work Product, Client Data and User Information, all materials related to CRM or CMS, programming code and materials previously developed by Simpleview, and any trade secrets, know-how, methodologies and processes related to Simpleview's products and services, shall remain the sole and exclusive property of Simpleview or its suppliers, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "Simpleview Materials"). Subject to section 5.2 of this Agreement, to the extent, if any, that ownership of the Simpleview Materials does not automatically vest in Simpleview by virtue of this Agreement or otherwise, Client hereby transfers and assigns to Simpleview all rights, title and interest which Client may have in and to the Simpleview Materials. Client acknowledges and agrees that Simpleview is in the business of designing and hosting Web sites, that they offer a licensed CRM and CMS product, and that Simpleview shall have the right to provide to third parties services which are the same or similar to the Services, and to use or otherwise exploit any Simpleview Materials in providing such services.

#### 4.3 Simpleview Notices

Unless otherwise agreed to in writing by the Parties, Simpleview shall have the right to place proprietary notices of Simpleview and its suppliers (including hypertext links related thereto) on the Simpleview Materials and on the Site, including developer attribution and hypertext links to Simpleview's web site, and to change or update such notices from time to time upon notice to Client. In no event may client remove or alter any Simpleview proprietary notice from the Simpleview Materials or the Site without Simpleview's prior written consent. Simpleview may use the name of and identify Client as a Simpleview client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.

#### 5. License

#### 5.1 Grant of License - Client

Client hereby grants to Simpleview a non-exclusive, worldwide, royalty free license for the Initial Term and any Renewal Term (as those terms are hereinafter defined) to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Content and Work Product as necessary to render the Services to Client under this Agreement. Simpleview shall not, without first obtaining permission from Client, edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client and User Information except as necessary to render the Services to Client under this Agreement.

#### 5.2 Grant of License - Simpleview

Simpleview hereby grants to Client a non-exclusive nontransferable worldwide irrevocable royalty free license to make use of Simpleview Materials that are incorporated in the CRM and that are required for the operation of the CRM. Client cannot use the Simpleview Materials for any other purpose, including selling, copying or transferring any portions to third parties, or providing Web site development or hosting services for others. Simpleview hereby reserves for itself all rights in and to the Simpleview Materials not expressly granted to Client in the immediately foregoing sentence.

#### 6. Warranties

#### 6.1 Simpleview Warranties

Simpleview warrants: (i) that Simpleview has the right and authority to enter into and perform its obligations under this Agreement; (ii) that Simpleview shall perform the Services in a professional and workmanlike manner.

#### 6.2 Client Warranties

Client warrants that: (a) it has all authorization(s) necessary for hypertext links to third party Web sites; and (b) that the materials provided to Simpleview, including, without limitation, Client Content, descriptive claims, warranties, guarantees, nature of business, are true and accurate; and (c) that the Client Content does not infringe or violate any right of any third party. Client shall provide all necessary Client Content, including database files, reports and other materials for implementation of the Customer Relationship Management application.

#### 7. Indemnification

#### 7.1 Indemnification by Client

Client agrees to indemnify, defend, and hold harmless Simpleview, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Client's representations, warranties, or agreements hereunder; (ii) arises out of the negligence or willful misconduct of Client; or (iii) any of the Client Content to be provided by Client hereunder or other material on the Site infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

7.2 Indemnification by Simpleview

Simpleview agrees to indemnify, defend, and hold harmless Client, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Simpleview's representations, warranties, or agreements hereunder; or (ii) arises out of the negligence or willful misconduct of Simpleview.

#### 8. Warranty Disclaimer and Limitation of Liability

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6, Simpleview MAKES NO WARRANTIES HEREUNDER, AND Simpleview EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AGAINST INFRINGEMENT.

THE TOTAL LIABILITY OF Simpleview HEREUNDER FOR ANY SERVICES NOT PROPERLY PERFORMED (INCLUDING ANY LIABILITY FOR NEGLIGENCE) SHALL BE LIMITED, AT THE SOLE DISCRETION OF Simpleview, TO (a) PERFORMING THOSE SERVICES CORRECTLY, OR (b) IF SUCH PERFORMANCE IS IMPOSSIBLE, TO THE AMOUNT'S PAID TO Simpleview FOR THE SERVICES THAT WERE IMPROPERLY PERFORMED. IN NO EVENT SHALL Simpleview BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, EVEN IF Simpleview HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF Simpleview TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID

Simpleview BY CLIENT UNDER THIS AGREEMENT. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION I AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

#### 9. Term and Termination

The Initial Term of the Agreement shall begin on the Effective Date of the Agreement and end on March 31, 2025. This Agreement shall automatically renew for additional periods equal to three (3) years unless either Party gives the other written notice at least 60 days prior to the end of the expiring term. Simpleview shall have the right to change pricing upon each renewal at its discretion, with written notice at least 60 days prior to the end of an expiring term, at up to a plus five percent (+5%) per annum growth rate from the effective date of the expiring term.

In the event Client chooses not to automatically renew but does not terminate service, this Agreement will continue on a month-to-month basis, at a plus ten percent (+10%) per annum growth rate from the effective date of the expiring term, billed monthly for up to six months, at which time services will cease.

Either party may terminate this Agreement if the other party materially breaches any of its representations, warranties or obligations under this Agreement, and such breach is not cured within thirty (30) days of receipt of notice.

#### 10. <u>Confidentiality</u>

Each party agrees that during the course of this Agreement, information that is identified as confidential or proprietary may be disclosed to the other party, including, but not limited to software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by individuals of the receiving party without access to the Confidential Information, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement.

Each of the Parties shall use at least those precautions to protect such information and other property that it uses to protect its own information and other property, in no event less than those precautions generally required by industry standards.

Client shall not use any Simpleview Materials to compete with Simpleview or in any way that would diminish Simpleview's rights therein.

#### 11. Limit on Statute of Limitations

Notwithstanding any other provision of this Agreement or of applicable law, neither party shall be permitted to bring a cause of action for breach, or otherwise arising out of this Agreement more than one year after the party seeking to bring the action discovered or should have discovered the facts forming the basis for the cause of action.

#### 12. Miscellaneous

#### 12.1 Entire Agreement

This Agreement and attached Exhibits constitute the entire agreement between Client and Simpleview with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which such amendment, change, waiver, or discharge is sought to be enforced.

12.2 Governing Law

This Agreement shall be construed in accordance with the laws of the State of Arizona and venue and jurisdiction for any claims shall be in the courts of competent jurisdiction located in Pima County, Arizona.

12.3 Independent Contractors

The Parties agree that Simpleview and its personnel, in performance of this Agreement, are acting as independent contractors and that this Agreement shall not create any agency between the Parties.

12.4 Attorneys Fees

Any claim, controversy or dispute among the parties to this Agreement will be resolved in a court of competent jurisdiction located in Pima County, Arizona, and the prevailing party shall be awarded all costs, including, but not limited to, any filing fees, reasonable attorneys fees, travel expenses and/or any other costs incurred relating to the dispute.

12.5 Force Majeure

Neither party shall be liable for delays or failure in performance thereunder caused by acts of God, war, strike, riot, labor dispute, work stoppage, fire, judicial or governmental action, or any other cause, whether similar or dissimilar, beyond reasonable control of that party.

12.6 Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

12.7 Severability

If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

12.8 Survival

All provisions of this Agreement relating to Client warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, Client indemnification obligations and payment obligations shall survive the termination or expiration of this Agreement.

12.9 Taxes

In the event that a city, state, federal government or other agency levies taxes on the work specific to the project or projects outlined in this agreement, Client will bear the responsibility of paying the taxes either directly, or indirectly through invoices marked up for tax inclusion.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their respectiv authorized officers on the date written below.

#### Authorized Signature

Simpleview, LLC 8950 N. Oracle Road Tucson, AZ 85704

#### Authorized Signature

San Juan County Visitor Services 117 S Main Street Monticello, UT 84535

By:\_\_\_\_\_ Date:\_\_\_\_\_

By:\_\_\_\_\_ Date:\_\_\_\_\_

### EXHIBIT A

## SIMPLEVIEW SERVICES

SIMPLEVIEW CRM - "BASIC" SOLUTION: CORE FEATURES PRICING

	Per User/ Basic	Comments
Users	1-5 Users	
BRAINERY AND TRAINING		
- Annual Brainery and CRM Training Package	Not Included	\$3,000/year Includes 6 training days that can be used at any time during the term of this Agreement (travel and expenses billed separately), unlimited Brainery Certifications and unlimited on-site training at Simpleview's offices in Tucson, AZ or Pittsburgh, PA (not including travel and expenses). Unused training days do not roll over from one term to the next.
- Add-On Training Days with the Purchase of a Brainery and CRM Training Package	\$1,000/day	Not Including Travel and Expenses
<ul> <li>Training Days without a Brainery and Training Package</li> </ul>	\$1,500/day	Not Including Travel and Expenses
- Individual Brainery	\$1,000/1	
Certification	Certification	
- Brainery Certification Bundle of 6	\$5,000/6 Certifications	
- Brainery Certification Bundle	\$10,000/12	
of 12	Certifications	
LICENSING, HOSTING & UPGRADES	\$1,250 / year + \$1,250 / user/ year = \$2,500 / year	Annual fee includes point updates, full version upgrades, hosting, daily back-ups, and access to the Simpleview ticketing system, knowledgebase, webinar library, and user forum.
- Additional Users Above Tier	\$1,250/user/year	
SUPPORT		
- Free Support*	10 hours/ user/ year	Support hours can be used for technical support, questions, remote training, report building, template creation, or configurations.
Additional Quarant		
- Additional Support	\$10,000 / 100 hours	Free Current and Dundles say he used at any
- Premium Bundle	\$10,000 / 100 hours	Free Support and Bundles can be used at any time within a given contract term. Bundles
- Discounted Bundle	\$6,000 / 50 hours	can be purchased at any time during an initial or renewal term.
- Hourly Support	\$125 / hour	

USER GROUPS, MODULES &		Item S
OPTIONS	Not be alreaded	Easilitates Masting and Osofananas Oslas
GROUP SALES	Not Included	Facilitates Meeting and Conference Sales
- Meeting Space Availability Tool	Not Included	\$7,500 + \$2,500/year. This allows CRM users to view and reserve available space in convention centers and other meeting venues.
- Meeting Planner RFP Tracking	Not Included	\$3,000 + \$1,000/year. Meeting Planners may log in to review RFP responses (including service lead responses). Custom skinned extranet requires additional \$5,000 design and implementation fee.
MEMBER / PARTNER	Included	
- Benefits Summary	Included	This provides a place for both you and your partners to review all the benefits they receive by partnering with your DMO. All information, such as the number of leads you have sent to the partner, articles documented, listing and coupon hits, in-kind/expenses and more are stored on the Benefits Summary tab.
- Member/ Partner Extranet	Included	A dedicated, password-protected site where members/partners can update listings, add images, submit special offers, view leads, report occupancy and view news and information provided by the DMO.
- Skinned Member/ Partner Extranet	Not Included	\$5,000 Implementation. Fee covers styles and logo applied to the extranet to match your website design.
- Dues & Invoicing	Not Included	\$3,000 + \$1,000/year. The Dues & Invoicing section gives you the ability to set up membership dues, add benefits, create membership invoices and one-off invoices, and streamline payment collection from your partners.
- Online Dues Payment	Included in Extranet 4.0	Requires Dues & Invoicing.
- Marketplace (1 Form Execution)	Included	Requires a signed work order for implementation at no cost.
- 3 Form Execution	Not Included	\$3,600/year
- Unlimited Forms	Not Included	\$7,200/year
PARTNER SERVICES	Included	Allows users to send service leads, track partner referrals, record In-kind/Expense transactions with partners, and manage commitments or incentives offered by the DMO.
CONSUMER	Included	

- DMA® Regions Mapping	Included	(Designated Market Area) regions are the geographic areas in the United States in which local television viewing is measured by The Nielsen Company. The DMA data are essential for any marketer, researcher, or organization seeking to utilize standardized geographic areas within their DMO and Simpleview is the only industry specific CRM provider with a license to use this data.		
TOUR/ TRAVEL TRADE	Included	Facilitates Group Tour, Motorcoach, and Independent Travel booked through third parties.		
MEDIA / PR	Included	This module is used to manage media contacts, issue press releases, distribute press trip leads and track coverage of your destination and partners.		
INVENTORY	\$1,500 / year	Allows users to easily manage products, view/update inventory, place orders, and streamline order processing. Orders can be tied to partners, clients, and events tracked in CRM.		
SITE INSPECTIONS / FAMS	Included	Facilitates the creation and distribution of detailed itineraries for FAM Tours and Site Inspections. Then, automatically, tracks the exposure provided to participating Members / Partners.		
DMO HOSTED EVENTS	Included	Allows for the tracking of participation at Bureau hosted networking events, workshops, etc. RSVP Integration is required for online registration and payment associated with events.		
- Event Registration/RSVP Integration	Not Included	\$7,500 + \$2,500/year		
CO-OP MARKETING & ADVERTISING	Included	This module provides the ability to add and track advertisements that your partners purchase.		
DATA INTEGRATION TOOLS				
FORM INTEGRATIONS		This is used to create and edit quick data entry forms for Accounts and Contacts within CRM and/or to manage web forms when combined with a Simpleview website.		
- Form Builder	Included	The Forms API is required in order to publish forms to a website developed by a third party.		

		Item 9.			
- Forms API	Not Included	\$3,000 + \$1,000/year The Forms API allows			
		users in CRM to flag forms built via the form			
		builder application to "show on web". This will			
		feed the form data fields into the API feed which a 3rd party developer can consume to place on			
		your website, mobile application etc.			
- RFP Integration	Not Included	\$5,000 + \$1,500/year. This specialized form			
5		provides a step by step process for submitting an			
		RFP and includes a basic facility search, room			
		flow, the ability to include attachments, and			
		Includes integration with one group (Group Sales by default). Additional forms can be added for			
		\$2,000 each.			
WEB API		The API or Data Feeds are required for 3rd party			
		integration. The API provides full "push/ pull"			
		connectivity between CRM and applications developed by 3rd parties, including			
		documentation and support to allow developers			
		the ability to call data from the database *as well			
		as* provide tracking information back to the			
		Member/ Partner Benefits Summary for			
		websites, mobile sites, kiosks, etc.			
- Listings & Special Offers API	Not Included	\$7,500 + \$2,500/year			
- Calendar of Events & Feed	Not Included	\$7,500 + \$2,500/year. Includes one Feed. Additional feeds can be purchased for			
		\$600/feed/year.			
DATA FEEDS		Unlike the API, this is a one-way feed that allows			
		3rd parties to consume data in a structured, but			
		raw format, and information *cannot* be fed back			
- Listings Feed	Not Included	to CRM for Benefits Summary Tracking. \$600/ feed / year			
- Calendar of Events Feed	Not Included	\$600/ feed / year			
- Special Offers Feed	Not Included	\$600/ feed / year			
3RD PARTY INTEGRATIONS					
- Meeting Broker Integration	Included	Meeting Broker Integration to push/ pull leads			
		and responses to/from Newmarket International's Delphi and Daylight sales & catering systems for			
		hotels.			
- MINT Integration	Included	FREE DI MINT Integration			
- Destinations International	Not Included	\$0 + \$500/year DI Event Impact Calculator			
Event Impact Calculator		Integration. Report integration billed separately			
		or can be implemented against Support Hours.			
-Cvent Integration	Not Included	\$1,200/year			
- ICCA Database Import Tool	Included	Tool for importing Excel Files containing profiles			
·		and history/futures that were exported from the			
		ICCA database.			

- Accounting System	TBD	Data can be pulled from accounting system.
Integration		CRM so Member/Partner staff can view invoices,
		payments and balances. Users can also resend
		invoices directly from CRM.
- Outlook/Gmail Integration	Not Included	\$1,500/year This allows you to easily push
		emails from Outlook/Gmail to CRM.

\*As part of this agreement, Customer is allotted 30 support hours, which can be used at any time over the contract term, at which point the hours will expire. Any overages during the contract term will be billed at \$125/hour, or customer can purchase Additional Support Bundles at discounted rates and/or upgrade to the next CRM support level.

## EXHIBIT B ADDITIONAL SERVICES

Note: Separate signed work orders would attach to this exhibit. None noted as of April 1, 2022.

- I. **\$4,000.00** annually for Customer Relationship Management annual hosting, technical support and application upgrades for 1 user (\$2,500.00) and the Inventory Module (\$1,500.00).
  - Payment terms for the above are as follows: \$333.33 on April 15, 2022, for the service period of April 1, 2022 through April 30, 2022; and \$333.33 invoiced at the beginning of each subsequent month for duration of Agreement. Each respective invoice is due in thirty days.
- II. As part of this agreement, Customer is allotted 90 support hours for the three year term. Unused hours expire at the end of the contract term. Any overages will be billed at \$125/hour, or client may purchase Additional Support Bundles at discounted rates and/or upgrade to the next CRM support level.



## **COMMISSION STAFF REPORT**

MEETING DATE:	10/04/2022
ITEM TITLE, PRESENTER:	Visa Destination Insights Contract Domestic and International Elaine Gizler, Economic Development and Visitor Services Director.
<b>RECOMMENDATION:</b>	Business Action/ Approve

SUMMARY: San Juan County Economic Development and Visitor Services Director requests approval of the 2022-2023 Visa Destination Insights Secondary Subscriber Participation Agreement. This agreement will provide San Juan County with Visa spending throughout the county within each category: lodging, dining, automotive, etc. This information is used to analyze the statistics for Domestic and International spending. It defines the area that the Visa spending is coming from and helps to make better decisions when mapping out the marketing strategies. This helps to ensure better ROI. It also allows the CED and the TTAB boards to be more aware of where the spending is coming from and the time of the year.

**HISTORY/PAST ACTION**. The Economic Development and Visitor Services Department has partnered with Visa for several years to obtain this information. The content helps to identify what, where and when Visa spending occurs in San Juan County. Helps to identify emerging markets for San Juan County, and also helps determine increases and decreases in Visa spending.

FISCAL IMPACT: In San Juan County, \$4000 is out of the Economic Development and Visitor Services Department Budget. The Utah Office of Tourism will pay the other \$4000 for the total of \$8000.

#### Visa Destination Insights Secondary Subscriber Participation Agreement

THIS PARTICIPATION AGREEMENT ("<u>Agreement</u>") is by and between Visa U.S.A. Inc., a Delaware corporation ("<u>Visa</u>"), having an office and its principal place of business at 900 Metro Center Boulevard, Foster City, California, 94404, (phone: 650-432-3200); and San Juan County Economic Development & Visitor Services, a ("<u>Secondary Subscriber</u>"), having an office and its principal place of business at 117 South Main Street, Monticello, UT 84535 (phone: (435) 587-3235). Secondary Subscriber and Visa may be referred to in this Agreement individually as a "<u>Party</u>" and together as the "<u>Parties</u>".

#### WITNESSETH:

WHEREAS, Visa offers the Visa Destination Insights reporting service, which compiles aggregated and depersonalized Visa cardholder transaction data for selected market segments of international and domestic travelers within the United States to help generate state and regional reports (the "Service"), and which is made available to clients pursuant to the Visa Core Rules and Visa Product and Service Rules, Visa Supplemental Requirements and any Visa Destination Insights documentation, each of which may be modified from time to time; and

**WHEREAS**, Secondary Subscriber desires to subscribe to the Service for its own use to review and analyze aggregated and depersonalized Visa cardholder transaction data for international or domestic travelers within the United States, including cardholder count, transaction count, aggregate United States dollar transaction amount and average ticket count.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises hereinafter set forth, it is agreed:

#### 1. DESCRIPTION AND USE.

a. Secondary Subscriber represents and warrants that it is a destination marketing organization within the state of Utah and therefore eligible for special pricing through participation in a Utah Office of Tourism program.

b. Subject to the terms of this Agreement, Visa hereby grants to Secondary Subscriber a paid, non-exclusive, non-transferable, non-sublicensable, revocable, limited term license to access and use the Service in the United States, including reports containing certain data related to Reporting Areas ("<u>VDI Reports</u>") as described in Exhibit A attached hereto, for Secondary Subscriber's own internal use to develop marketing strategies and plans with respect to its travel and tourism activities. Secondary Subscriber agrees that its access to and use of the Service and data of the Service, including VDI Reports ("<u>Service Data</u>"), must be in compliance with applicable laws.

#### c. Secondary Subscriber acknowledges and agrees that:

(i) All access to the Service is accomplished through Visa Online ("<u>VOL</u>"). Secondary Subscriber's access and continued access to the Service is subject to Secondary Subscriber's continued access to VOL and compliance with the terms governing the access and use of VOL. Such compliance includes Secondary Subscriber's ensuring that its authorized personnel do not permit or allow unauthorized persons to have access to or use of their VOL user identifications or passwords. Secondary Subscriber must notify Visa immediately of any unauthorized use of any user identification or password, or any other actual or potential security breach relating to Secondary Subscriber's VOL account. Secondary Subscriber acknowledges and agrees that it is entirely responsible for all activities that occur through the use of its VOL password or user identification;

(ii) Access to the Service is provided solely for Secondary Subscriber's use in developing marketing strategies and plans with respect to travel and tourism activities. Secondary Subscriber agrees to not use or disclose Service Data for any other purpose except as expressly permitted herein, including without limitation, for any other client or for other agency purposes not directly related to this business purpose;

(iii) Prior to engaging any third party vendor to assist Secondary Subscriber with data aggregation or data analysis, Secondary Subscriber must obtain a written agreement with such vendor containing provisions that, (A) prohibit such vendor from engaging in activities or processes that enable or could enable the results of such aggregation, analysis or other vendor service to be accessed in any manner that would reveal or otherwise identify the Service or VDI Reports; (B) prohibit such vendor from retaining, transferring or otherwise disclosing the Service Data to another third party, and (C) require such vendor to destroy or return to Secondary Subscriber all Service Data upon completion of any specific task performed for or on behalf of Secondary Subscriber by such vendor;

(iv) The Service does not link individual cardholders, households or account numbers to any individual transaction or group of transactions;

(v) Secondary Subscriber may only distribute and/or make available VDI Reports to Utah Office of Tourism so long as, prior to the provision of such VDI Reports, Secondary Subscriber requires that Utah Office of Tourism agree to terms that:

(A) require Utah to confirm and warrant that it will only use Service Data for its internal marketing strategies and plans with respect to Utah's travel and tourism activities;

(B) disclaim (whether by naming Visa explicitly, or via a general reference as Secondary Subscriber's solution provider or licensor) Visa from any liability Utah Office of Tourism for any damages or other liability (direct or indirect) arising from or in connection with Utah Office of Tourism's use of or reliance on Service Data; and

(C) to the extent of applicable law, require Utah Office of Tourism to indemnify, hold harmless, and defend Visa and its Affiliates from and against all losses, damages, liability, costs and expenses (including reasonable fees and expenses of legal and other advisers, court costs and other dispute resolution costs), governmental and regulatory penalties ("Losses") resulting from any third party claim, suit, action, or proceeding ("Third Party Claim") based upon or arising from Utah Office of Tourism's use of Service Data and actions/inactions under the agreement between Secondary Subscriber and Utah Office of Tourism outlining the terms in this Section 1(c)(v);

(vi) Secondary Subscriber shall cause Utah Office of Tourism to agree to terms as restrictive on the use of the Service and Service Data as those terms contained in this Agreement. Secondary Subscriber shall use all commercially reasonable efforts to ensure Utah Office of Tourism's compliance with the terms and restrictions of this Agreement. Further, Secondary Subscriber shall be solely responsible for Utah Office of Tourism's use of VDI Reports or Service Data, and/or Utah Office of Tourism's failures to comply with the obligations set forth in this Agreement.

Secondary Subscriber shall not itself, and shall not permit, facilitate, authorize or (vii) enable any unauthorized person, entity or third party to: (A) attempt to disaggregate Service Data in an attempt to determine the performance or behaviors of any individual cardholder or specific Secondary Subscriber competitor; (B) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (C) send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious materials, including material harms to children or violative of third party privacy rights; (D) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (E) interfere with or disrupt the integrity or performance of the Service or data contained therein, or unreasonably burden the infrastructure utilized by Visa or its suppliers to deliver the Service; (F) attempt to gain unauthorized access to the Service or its related systems or networks; or (G) offer the Service as a service bureau or as any other hosted service to any third party; (H) use the Service or Service Data for anything other than as expressly permitted under this Agreement;

(viii) Secondary Subscriber further shall not itself, and shall not permit, facilitate, authorize or enable any unauthorized person, entity or third party to: (A) reverse engineer, decompile, disassemble or otherwise attempt to obtain any underlying ideas, algorithms, structure or organization of the Service or any component thereof, including, but not limited to, data that is masked, hashed, or otherwise protected, for any reason; (B) make copies of any aspect of the Service, in whole or in part, except as necessary for Secondary Subscriber to exercise its rights under this Agreement; (C) modify or make derivative works of the Service; (D) alter or remove any copyright, trademark, trade name, patent or other proprietary rights notice, legend, symbol or the like appearing on or in the Service or Service Data, except as necessary for Secondary Subscriber to exercise its rights under this Agreement; or (E) distribute, disclose, commercialize, sell, offer to sell, license, import, transfer, lease or loan all or any portion of the Service or Service Data. For the avoidance of doubt, this Subsection (viii) does not impose any restrictions on Secondary Subscriber from utilizing its own Secondary Subscriber data or information that is owned by or independently developed by Secondary Subscriber without any use of the Service or Service Data disclosed under this Agreement.

(ix) Unless permitted by Visa or the terms of this Agreement, Secondary Subscriber (A) shall not disclose Service Data to any third party, including Secondary Subscriber's partners, vendors or other payment card systems, even if Service Data is aggregated or combined with other source data for analytical purposes, and (B) shall retain and use any Service Data accessed via the Service for its own use in its possession at all times; provided, however, that Secondary Subscriber may use its own statistical conclusions drawn from VDI Reports in Secondary Subscriber's advertising, press releases or other marketing efforts so long as the following conditions are satisfied:

(A) Each Secondary Subscriber conclusion or claim ("<u>Claim</u>") drawn from VDI Reports is true, correct and not misleading;

(B) Each Claim specifically identifies Visa as a source of the data on which the Claim(s) is based with the following attribution footnote (with verbiage in brackets completed as appropriate): "[Secondary Subscriber's] estimate is based on and extrapolated from aggregate card usage data provided by Visa Destination Insights

for the period of [insert applicable time period] and incorporates data from other independent research sources.";

(C) The Service Data are not specifically referenced in such advertising, press releases or other marketing efforts, except as permitted hereunder or required by applicable law for Claims substantiation; and

(D) Secondary Subscriber presents its Claims and modified VDI Reports for distribution to third parties in accordance with the approved Information Distribution Formats and Guidelines, attached here as Exhibit D.

(x) Secondary Subscriber may designate up to three of its personnel to have access to the Service. Secondary Subscriber will designate one or more "Access Stewards" to manage the access of Secondary Subscriber's personnel to the Service in accordance with the terms of this Agreement. Secondary Subscriber will so designate by completing the Access Steward Designation Form attached hereto as Exhibit C. All requests to add, delete or modify the access rights to the Service shall originate from an Access Steward. The Access Steward(s) shall within 24 hours inform Visa of any need to delete or modify access to the Service.

(xi) Visa reserves the right at its sole discretion to change the content, format, medium, access requirements and/or form of delivery of the Service at any time. Visa will make a reasonable effort to notify Secondary Subscriber in writing of any anticipated change to the Service that may reasonably have a material adverse effect on the Service, but shall be obligated to provide only such notice as is practicable under the circumstances.

2. **FEEDBACK**. If Secondary Subscriber, its agents, subcontractors or Affiliates provides to Visa any comments, suggestions, ideas, data, information, corrections, submissions, updates, improvements, extensions or implementations or modifications relating to the Service or other Visa products, services or technology ("<u>Feedback</u>"), Secondary Subscriber hereby grants to Visa and its Affiliates, without attribution or cost, all rights necessary for Visa or its Affiliates to use, disclose, distribute, make, reproduce, or commercialize generally for itself and others, and otherwise exploit any Feedback and any associated intellectual property rights, including, but not limited to, for improvement or modification of the Service, and to implement any such Feedback in future versions of the Service, or any other product or service, as it is made available to Secondary Subscriber and/or any other party.

**3. OWNERSHIP**. Visa has expended significant resources gathering, assembling, and compiling the Service and the VDI Reports, and, as between the Parties, the Service and Service Data are the valuable property of Visa. The Service and Service Data provided by Visa under the Agreement are an original compilation protected by United States copyright laws and are the trade secrets of Visa. As between the Parties, Visa owns all right, title and interest in and to the Service and Service Data. Nothing contained in this Agreement shall be construed as conferring upon Secondary Subscriber by implication, operation of law, estoppel, or otherwise, any license or right to use or exploit Visa intellectual property, or any right, title, or interest in any of Visa's intellectual property rights, except for the limited rights stated in the Agreement.

#### 4. FEES.

a. Upon the Effective Date, Visa will invoice Secondary Subscriber for the annual base package price for the Service and any additional options that Secondary Subscriber subscribes to, which Secondary Subscriber will indicate by completing the Subscription Elections and Pricing Form, attached hereto as Exhibit B. Secondary Subscriber shall pay the total amount of such invoice within

thirty (30) days of its receipt. Secondary Subscriber agrees that Visa may change the price of the Service at any time upon thirty (30) days' prior written notice, for which email notice shall suffice.

b. Secondary Subscriber may share the total price amount of Secondary Subscriber's access to and use of the Service with Utah Office of Tourism, as reflected at the end of Exhibit B, solely for reimbursement purposes to Secondary Subscriber from Utah Office of Tourism]. Secondary Subscriber shall not, without Visa's prior express written consent, share (i) any other pricing information or terms with Utah Office of Tourism, or (ii) any pricing information or terms with any other third party. Secondary Subscriber represents and warrants that it shall not permit, facilitate, authorize or enable Utah Office of Tourism, and that Utah Office of Tourism shall not, share any such pricing information or terms with any third party without Visa's prior express written consent. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS ENTITLING SECONDARY SUBSCRIBER TO WITHHOLD PAYMENTS TO VISA DUE TO UTAH OFFICE OF TOURISM'S REFUSAL OR INABILITY TO PAY OR REIMBURSE ANY PORTION OF SECONDARY SUBSCRIBER'S FEES RELATING TO THE SERVICE.

#### 5. INDEMNIFICATION.

a. Where permitted by applicable law, Secondary Subscriber shall, at its sole expense, indemnify, defend and hold Visa and its directors, officers, employees, agents and affiliates (collectively, "Indemnified Visa Parties") harmless from and against all claims, suits, actions, damages, settlements, losses, liabilities, costs and expenses, including without limitation reasonable attorneys' fees, arising out of or in connection with: (i) any breach of this Agreement by Secondary Subscriber, its Affiliates, employees, contractors, agents, or subcontractors (including terms relating to confidentiality, any misuse of personal data or security breach); (ii) any breach of applicable law; (iii) willful misconduct or negligent act or omission by Secondary Subscriber, its Affiliates, employees, contractors, including injuries or death to persons or damage to property; or (iv) the actual or alleged infringement or misappropriation of any third party's intellectual property rights.

b. Secondary Subscriber agrees that, due to the unique nature of Confidential Information (defined below), any unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury to the Indemnified Visa Parties, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Secondary Subscriber agrees that Visa, in addition to any other available remedies, shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement by Secondary Subscriber, without the necessity of posting any bond or other security. Secondary Subscriber shall notify Visa in writing immediately upon Secondary Subscriber's becoming aware of any such breach or threatened breach.

6. DISCLAIMER. Secondary Subscriber acknowledges that the Service, Service Data and any other data of or materials related to the Service are provided by Visa "AS-IS," "AS AVAILABLE" and "WITH ALL FAULTS." Secondary Subscriber's use of the Service, Service Data and any other data available through or materials related to the Service is at Secondary Subscriber's own risk. Neither Visa nor any of its current and former Affiliates, employees, successors or assigns makes any express or implied representations, warranties, guarantees or indemnities as to whether the Service, Service Data or any information or other materials contained or made available therein is or will be available (including, but not limited to, at any particular time or location), accessible, uninterrupted, timely, secure, accurate, appropriate, complete, reliable, updated, correct, current or error-free, as to their quality, that any defects or errors will be corrected, or that the Service or Service Data are free of viruses or other harmful components. Visa disclaims any representations or warranties of any kind, express or implied, including, without limitation, the implied

warranties of merchantability, fitness for a particular purpose and/or non-infringement. The Service Data is a sample set of aggregated depersonalized Visa cardholder transaction data for selected market segments across Visa's VisaNet global transaction processing network and Visa makes no warranties (a) as to the accuracy of the data, (b) that the Service Data reflects Visa cardholder spending patterns for relevant market segments taken as a whole, or (c) as to the validity of the statistical approaches used in Visa's data aggregation.

**7. LIMITATION OF LIABILITY.** IN NO EVENT SHALL VISA BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT AND/OR ITS SUBJECT MATTER, REGARDLESS OF THE THEORY OF LIABILITY GIVING RISE TO SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VISA'S LIABILITY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO SIX (6) MONTHS OF FEES FOR THE SERVICE PURSUANT TO THIS AGREEMENT.

#### 8. TERM AND TERMINATION.

a. This Agreement shall become effective as of the Effective Date (defined below) and, unless terminated earlier in accordance with the terms of this Agreement, shall continue through June 30th, 2023 (the "Term").

b. Secondary Subscriber may terminate this Agreement upon thirty (30) days' prior written notice if: (i) Visa materially breaches this Agreement and fails to cure the breach within such thirty-(30) day period; or (ii) Visa modifies or otherwise changes the Service, as permitted in Section 1(c)(xi), and Secondary Subscriber objects in writing within thirty (30) days of Secondary Subscriber's receipt of written notice from Visa of such modification or change.

c. Visa at its sole discretion may terminate this Agreement immediately upon: (i) Secondary Subscriber's breach of any obligation under this Agreement, including any misuse (as determined by Visa in its sole discretion) of the Service or Service Data, or (ii) a change in applicable law makes termination appropriate.

d. Visa shall have no obligation to refund to Secondary Subscriber any fees paid for the Service.

e. The terms of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive, including, without limitation, Sections 1(c), 2, 3, 4(b), and 5 through 14.

#### 9. CONFIDENTIALITY, PUBLICITY.

a. "Confidential Information" means all information that Visa or its Affiliates discloses to Secondary Subscriber or to which Secondary Subscriber has access in connection with the negotiation and performance of this Agreement or with Secondary Subscriber's access to or use of the Service or Service Data, and that is designated as confidential or would normally be considered confidential or proprietary under the circumstances (whether disclosed before or after the Effective Date, and whether written, oral or by inspection of tangible objects), including, but not limited to, all data, trade secrets, marketing materials, financial or business information, processes, technical documentation, developments, customer data, pricing, revenue, transaction volume, any information relating to any of the foregoing, this Agreement, and other information of any kind whatsoever that relates to Visa or any of its Affiliates, other customers of Visa or any of its Affiliates, or third-party vendors or licensors who have made confidential or proprietary information available to Visa.

b. Confidential Information does not include information that: (i) was already rightfully known to Secondary Subscriber prior to disclosure by Visa or its Affiliates as evidenced by preexisting records; (ii) is or becomes publicly known through no breach of this Agreement; (iii) is rightfully received by Secondary Subscriber from a third party that has no applicable duty of confidentiality; (iv) is independently developed by Secondary Subscriber without any use of Confidential Information disclosed under this Agreement; or (v) is disclosed by Secondary Subscriber with the prior written consent of Visa or its Affiliates.

c. Secondary Subscriber agrees on behalf of itself and its agents, representatives and subcontractors that Confidential Information will not be disclosed or made available to any person for any reason whatsoever other than on a "need to know basis," and then only: (i) to Secondary Subscriber's authorized employees who are obligated to hold such information confidential; (ii) to subcontractors or other third parties authorized to receive Confidential Information under this Agreement, provided that any such authorized persons or entities are subject to confidentiality terms that are no less restrictive than the terms of this Section 9; or (iii) as required by law. Prior to any disclosure of Confidential Information as required by law, Secondary Subscriber shall (A) immediately notify Visa of any actual or threatened legal compulsion of disclosure, and/or any actual legal obligation of disclosure immediately upon becoming so obligated, and (B) cooperate with Visa's reasonable, lawful efforts to resist, limit or delay disclosure.

d. All media releases, public announcements and public disclosures by either Party or their representatives relating to this Agreement or the name or logo of Secondary Subscriber or Visa, including, without limitation, promotional or marketing material, but not including any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing party, shall be coordinated with and approved by the other Party in writing prior to the release thereof as provided herein. Each Party shall obtain prior written approval from the other Party for any news releases, press advisories and interviews relating to the Service; provided, that this restriction shall apply to Visa only to the extent that Secondary Subscriber is specifically identified in such disclosure. Each Party shall review all submissions and notify the other Party in writing within five (5) business days of its approval, which shall not be unreasonably withheld. Secondary Subscriber acknowledges and agrees that, subject to approval of copy, Visa may announce Secondary Subscriber's participation in the Service.

e. All documents and other tangible items containing or representing Visa Confidential Information that have been disclosed by Visa to Secondary Subscriber in Secondary Subscriber's possession or control will be and remain Visa's property and will be promptly returned to Visa or destroyed upon Visa's written request. Secondary Subscriber will promptly return to Visa, at no cost to Visa, all Visa Confidential Information and property upon the earlier of: (i) the termination or expiration of this Agreement, or (ii) Visa's request. Alternatively, if so directed by Visa, Secondary Subscriber will destroy, at no cost to Visa, all Visa Confidential Information and copies thereof according to Visa's instructions, or if no instructions are provided, according to relevant industry best practices, and will provide a certificate signed by an officer of Secondary Subscriber that certifies such return or destruction in detail acceptable to Visa.

**10. GOVERNING LAW; FORUM.** This Agreement and any non-contractual obligations arising out of it are governed by the laws of the state of California, excluding any "conflicts of laws" or similar rules that would mandate or permit application of the substantive law of any other jurisdiction. Each Party agrees that all actions, proceedings or counterclaims arising out of or relating to this Agreement or any of the transactions contemplated hereby shall be brought in the United States District Court for the District of Utah, Third Judicial District in Salt Lake City, Utah (or, should such federal court lack competence to hear

such actions, proceedings or counterclaims, in a state court with competent jurisdiction in Utah). In connection with any such actions, proceedings or counterclaims, each Party shall submit to the exclusive jurisdiction of either such court, agrees to venue in either such court, and waives any objection to venue laid therein.

11. NOTICE. All notices and other communications required to be given pursuant to this Agreement shall be in writing and addressed to the relevant Party at its address set forth on the first page of this Agreement (and in the case of Visa, with courtesy copies emailed to LegalNotice@visa.com and VisaDestinationInsights@visa.com), or such other address as a Party may specify in writing. Any such communication will be deemed received: (i) upon hand delivery, or (ii) when delivered with receipt by an expedited courier service. Email notice shall suffice as written notice for any changes by Visa per Section 4.

12. ENTIRE AGREEMENT. Except as expressly indicated herein, this Agreement and the Exhibits hereto, which are incorporated into this Agreement by reference, represent the entire agreement between the Parties relating to the subject matter hereof. No modification or waiver of this Agreement shall be binding unless it is in writing and signed by both Parties. In the event of any apparent conflict between the terms of this Agreement and any other document concerning the Service, the terms of this Agreement will control to the extent of the conflict. If a court of competent jurisdiction finds any provision of this Agreement invalid, illegal or unenforceable, the Parties shall omit it from the Agreement to the extent required. The remaining terms shall remain in full force and effect.

**13. COVERAGE OF AFFILIATES.** "<u>Affiliate</u>" of a party means an entity now or hereafter controlled by, controlling or under common control with such party. "<u>Control</u>" means beneficial ownership or control of 50% or more of the shares or securities representing the right to vote for the election of directors or management authority, or other ability, directly or indirectly, to direct or cause the direction of the management or policies of such entity, whether through beneficial ownership of securities or other equity interests, by contract or otherwise.

**14. ASSIGNMENT.** Secondary Subscriber agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, any right or obligation under this Agreement, without the prior written consent of Visa, and any purported assignment, sale, transfer, delegation or other disposal is void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the date of last signature below ("<u>Effective Date</u>").

San Juan County Economic Development & Visitor	<u>Visa U.S.A. Inc.</u> (" <u>Visa</u> ")
Services (" <u>Secondary Subscriber</u> ")	
Ву:	Ву:
Name (print):	Name (print):
Title:	Title:
Date:	Date:

#### **Exhibit A – Information Relating to the Service**

**1. Reporting Area.** Reporting Areas are groupings of one or more postal codes defined by Secondary Subscriber for which it would like to view Service Data. Reporting Area options include:

a. <u>International Reporting Area</u>: Includes cross-border spend broken out by originating country.

b. <u>U.S. Domestic Reporting Area</u>: Includes domestic spend broken out by originating core based statistical area (CBSA).

2. Service Data. The Service presents certain aggregated information, including, but not limited to, the number of cardholders, number of transactions, sales volume and related metrics and dimensions that Visa may change from time to time. The Service does not and will not include or identify personally identifiable cardholder, issuer or merchant information, or individual cardholder, issuer or merchant patterns. Service Data includes data as it becomes available during the Term per the Service Data Update Frequency (see below) and some historical data.

**3. Service Data Update Frequency.** Service Data are generally updated within 45 days following the end of each calendar quarter. Secondary Subscriber may choose in its Subscription Elections and Pricing Form (Exhibit B) to add the option to have Service Data updated on a monthly basis, meaning data are generally updated within 25 days following the end of each calendar month ("Monthly Refresh").

The information contained in this Exhibit A may be modified from time to time at Visa's sole discretion.

#### **Exhibit B – Subscription Elections and Pricing Form**

Secondary Subscriber will receive the Base Subscription Package (described below) to the Service. Through this form, Secondary Subscriber indicates the details of its Base Subscription Package, as well as its election to subscribe additional Reporting Areas to the Service and/or whether Secondary Subscriber desires a Monthly Refresh for the relevant Reporting Areas. Additional Reporting Areas and the Monthly Refresh options are priced separately.

Please check the appropriate boxes:

Subscription Package		Reporting Area Selections		Monthly	Pricing	
		International U.S. Domestic	<b>Refresh</b> (applies to all reporting areas)	Base	Monthly Refresh	
Base Package Includes 2 Reporting Areas (either	Reporting Area 1				\$10,000	\$
international or U.S. domestic).	Reporting Area 2					
□ Additional Reporting Areas	Indicate total number desired: May be international or U.S. domestic. Numbers in the two columns to the immediate right must add up to the above total.		_		\$	\$
					Discount	_20%
					Total	\$8,000

#### **Exhibit C – Access Steward Designation Form**

As of the date indicated below, Secondary Subscriber, through its authorized representative, designates the individual identified below as an authorized Access Steward for Secondary Subscriber's personnel's access to and use of the Service. Secondary Subscriber may modify such Access Steward(s) at any time by notifying Visa in accordance with the terms of the Agreement. Until the earlier of (i) the termination or expiration or the Agreement, or (ii) such time that Secondary Subscriber revokes this authorization, Access Steward shall be primarily responsible for:

- 1. Managing Secondary Subscriber's personnel's user and profile information for access to the Service; and
- 2. Communicating with Visa concerning such users and profile information, including, but not limited to, approving and notifying Visa of any changes or additions required thereto.

Access Steward Information		
Name (print):	Elaine Gizler	
Email address:	egizler@sanjuancounty.org	

San Juan County Economic Development &	
Visitor Services	
By:	
Name of Authorized Representative (print):	
Title:	
Date:	

## **Exhibit D – Approved Information Distribution Formats and Guidelines**

12

Visa Destination Insights product team to provide.



## **COMMISSION STAFF REPORT**

MEETING DATE: Oct 4, 2022

ITEM TITLE, PRESENTER:	Approval of the Utah.com 2022-2023 Campaign Contract for Utah's Canyon Country San Juan County by Elaine Gizler, Economic Development and Visitor Services Director.
<b>RECOMMENDATION:</b>	Business Action/ Approve

SUMMARY: Utah.Com has been a company San Juan County Economic Development and Visitor Services has used for several years. They target specific pages on their website to promote San Juan County. National Monuments, Four Corners, Destinations, Homepage, Things to Do, Canyonlands National Park, Blanding, and Bears Ears are the specific pages. The target is to gain 442 thousand display impressions, and we will promote a new San Juan County 30-second video. San Juan County Economic Development and Director requesting approval.

HISTORY/PAST ACTION. Utah.com has been a partner for over three years.

FISCAL IMPACT the cost is factored into the 2022-2023 Economic Development Budget.



## **CAMPAIGN QUOTE**

#### UTAH.com

a division of, DESERET DIGITAL MEDIA, INC. 55 North 300 West, Suite 400 Salt Lake City, UT 84101 Date: 09/01/2022 Salesperson: Becky McRae Quote Number: 2080

## **CUSTOMER & LOCATION ID**

Business Name: Utah's Canyon Country Address: 117 S Main St. City, State, Zip: Monticello, UT 84535 Phone: Customer Name: Utah's Canyon Country Customer Email:

Product	Page	Term	Description of Services	Quantity	Sales Price	Discount	Total
Audience Extension (a la-carte)			442K Display Impressions   20k Video Impressions	1.00	\$5,000.00	\$0.00	\$5,000.00
Click Bank				1.00	\$3,000.00	\$0.00	\$3,000.00
CPL Rate		7/22	Renewal in June 2023	1.00	\$0.80	\$0.00	\$0.00
Dedicated Article			Including 30 second video (Client Providing)	1.00	\$2,750.00	\$0.00	\$2,750.00
Page Sponsorship Tier3	National Monuments - T3	2/23, 3/23, 4/23, 5/23, 6/23		5.00	\$200.00	\$0.00	\$1,000.00
Page Sponsorship Tier4	Four Corners - T4	2/23		1.00	\$300.00	\$300.00	\$0.00
Premium Promo Tier1	Destinations - T1	2/23, 3/23, 4/23, 5/23, 6/23		5.00	\$800.00	\$0.00	\$4,000.00
Standard Promo Homepage	Homepage	3/23, 4/23, 5/23		3.00	\$750.00	\$450.00	\$1,800.00
Standard Promo Tier1	Homepage	10/22, 11/22		2.00	\$500.00	\$0.00	\$1,000.00
Standard Promo Tier2	Things to Do	2/23, 3/23, 4/23, 5/23, 6/23		5.00	\$300.00	\$0.00	\$1,500.00
Standard Promo Tier3	National Monuments - T3	9/22, 10/22, 11/22, 2/23, 3/23, 4/23, 5/23, 6/23		8.00	\$100.00	\$800.00	\$0.00
Standard Promo Tier3	Canyonlands National Park - T3	2/23, 3/23, 4/23, 5/23, 6/23		5.00	\$100.00	\$0.00	\$500.00
Standard Promo Tier5	Blanding - T5	2/23, 3/23, 4/23, 5/23		4.00	\$50.00	\$200.00	\$0.00
Standard Promo Tier5	Bears Ears - T5	9/22, 10/22, 11/22, 12/22, 1/23, 2/23, 3/23, 4/23, 5/23, 6/23		10.00	\$50.00	\$500.00	\$0.00

Notes:

Net Amount Total: <u>\$20,550.00</u>

# By signing below, the above customer ("Customer") agrees to be bound by the terms and conditions contained in this Order Form, the <u>General Terms of Service</u>, <u>Terms of Use</u>, <u>Privacy Policy</u>, and the <u>KSL Classified's Terms of Use</u>, all of which are hereby incorporated by reference.

- 1. Deseret Digital Media, Inc. ("DDM"), operator of KSL.com, KSL Jobs, KSL Cars, KSL Marketplace, and Utah.com (among others), will provide services to Customer as set forth above (the "Services").
- 2. The term of this Agreement shall be the longest term listed in the Term column above (the "Term"). The Term shall automatically renew on a month-to-month basis unless terminated pursuant to the General Terms of Service.
- 3. Payments are due by the due date.

Salesperson Signature:		Date:	
Customer Name (Printed):	Title:	Signature:	Date:



## **COMMISSION STAFF REPORT**

MEETING DATE:	October 4, 2022
ITEM TITLE, PRESENTER:	Consideration and Approval of the Public Safety Remodel and Expansion Application Scope of Work and Funding Request to the Permanent Community Impact Fund Board (CIB) Grant and Loan Program for \$26,055,695, Mack McDonald, Chief Administrative Officer
<b>RECOMMENDATION:</b>	Solicit Public Comments and Make A Motion Approving the Scope of Work and Funding Request.

#### SUMMARY

In 2009, the Community Impact Fund Board assisted in funding the construction drawings and preliminary design for a potential jail expansion to include nearly 300 new inmate beds. At that time there was little to no support from outside agencies to contract for additional beds which would provide a much-needed revenue source to pay for a Lease Revenue Bond for the project. Several years ago, the County negotiated new contracts with the State of Utah to host treatment programs that are almost non-existent in other Counties throughout the State which has added a greater demand and request to the County to provide more beds for utilization of the programs we offer.

Since 2009, building codes have changed insomuch that it would require an extensive update to those plans. The plans also anticipated a horizontal spread to the building instead of utilizing a vertical and possible less expensive form of construction to save costs and overall building footprint.

In 2021, using CARES Act Funds, the County contracted with ajc architects to assist us looking at the viability of the existing construction drawings and assisting the County in creating a feasibility study and updating costs to construct a remodel and expansion of the building.

Due to the growth and need of these programs, current jail design and configuration, a maximized demand in daily occupancy in the building, we are unable to provide the legal requirement of proper segregation of a female and male population other than a drape pulled between each area for privacy. Intake and receiving takes place in an area in the middle of general population, if a new inmate being processed into the center would have COVID, due to the proximity and no separation, all inmates have the potential to be exposed. There is also no inmate medical center in the building other than the Detox and Holding Cells, upgrades to the building would include a separate isolated medical unit.

Findings from the feasibility study and analysis demonstrate the need for improvements to the current conditions of mechanical, electrical, plumbing and control systems which have gone beyond their life expectancy where most of these are original to the 1987 construction and are supplying and returning air at inadequate levels. In the winter, it is common for the air to be stagnant with condensation on the walls and windows. The fire alarms and smoke detection system is also outdated and needs to be upgraded and

integrated into the control system. For those remodeled areas, the existing electrical will be upgraded as needed including the emergency back-up power distribution. Currently, this serves both life safety and optional loads of power, which are not allowed under current code and will need to be separated with a separate back-up generator. A new elevator system is needed for the building, the current elevator system is constantly failing and has at times trapped employees in the elevator.

Operationally, San Juan County is one of only two jails where we have been and housed inmates as a long-term care provider of the Sex Offender Therapy program for State inmates, up to a total of 64 inmates. In addition, we are currently under contract with the Utah State Prison for housing and treatment of 76 inmates in which we receive \$53.93 per day for each inmate housed and \$13.85 per day for each of the 64 inmates actively participating in therapy. With an average of 74 inmates per day, and 62 in active therapy, the total possible revenue each year for the program reaches close to \$1,770,000. This San Juan County program has been requested to increase the capacity and offer more services here in San Juan County as a full pre-treatment program with a commitment from the State to provide funds for additional bed space.

In addition, we been approached by the Federal Court System and Judges to allow our facility to be a resource for Southeastern Utah resident inmates, inmates who are desiring to be closer to home in the four-corners region instead of losing ties to family support by being housed in Denver when booked into the Federal Court system. This potential commitment will bring a reimbursement rate of \$65 a day. With this addition, the County projects an overall potential revenue of \$2,580,714 in projected State and Federal demands and requests for us to increase our bed space.

With the addition and remodel, there is also an expansion of the Court's portion of the building. We currently lease the majority of this area to the State for the State Courts. With the threat of active shooters and the need to improve safety measures, along with having alternative routes of ingress and egress in a building space, the remodel of the courts, and court offices allow for such areas of movement instead of one door in and out of a courtroom. The expansion of the area includes areas where inmates can participate in live video feeds, public computer areas, holding cells for those waiting for court, and an expansion to the Courtroom. The State of Utah currently leases this portion of the building from the County at a rate of \$8.50 a square foot for a total of \$27,251 a year. As the square footage increases in that space, so too will the lease revenue from the State to cover the costs for their space.

Total estimated construction and remodel costs, as demonstrated in the feasibility study for 42,633 square feet, is \$17,984,704 as of January 2021, however, due to the rising costs and inflation, those costs have now reached a total of \$26,055,695. The possibility of the Community Impact Fund Board granting all of this to San Juan County Local Building Authority is very slim. The revenue funding that the Community Impact Fund received from oil, gas and mineral lease and extraction, which continues to become less and less, as we have experience here in San Juan County. It is more likely that the entire amount will be funded as a 30-year loan (Lease Revenue Bond) to the County.

Interest rates can vary depending on timing and needs but will be provided to the County at a later date.

If we anticipate a rate of 3% for example, we can estimate an annual payment of close to \$1,330,000. This would be covered within the State inmate program and contracts, in addition to the potential for Federal inmate revenue. Enough to cover the Lease Revenue Bond and continue to operate at a self-sufficient level.

# San Juan County Public Safety Building Feasibility Study



January 11, 2021



## content

part one: introduction	4
part two: program	12
part three: architectural	24
part four: concept	28
part five: civil	42
part six: structural	46
part seven: mechanical	52
part eight: electrical	66
part nine: code analysis	76
part ten: cost estimate	86

Item 13.





Item 13.



#### executive summary

The purpose of this study is two-fold. The first effort is to identify current and future program needs for the existing facility and to study the necessary code updates since the previous design had been completed in 2009. The second purpose is to identify how to adapt the facility to a post Covid-19 reality, which includes increased needs for guarantining and population separation.

The study provides a summary of new program needs, mechanical and electrical building system updates, and operational requirements impacting the total capacity and reuse of existing building spaces. The study also considers site improvements needed to accommodate new programmatic spaces such as a new outdoor recreation yard and additional parking.

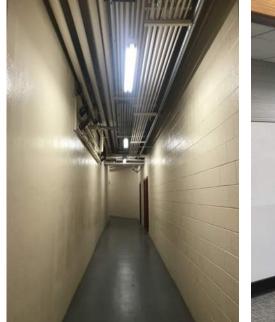
The architectural scope of this study is primarily focused on the interior remodel and accompanying

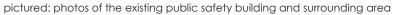
pictured: monticello city

addition to the existing building. The feasibility design proposes two primary additions to the building; one for the courts system on the west side of the building and one for corrections on the east side of the building. The study also includes limited modifications to the site and existing grades as dictated by new entry and operational needs.

Also provided is a detailed summary of the desired program and individual space needs. A detailed program of individual spaces and uses has been included for reference. The program is broken into the following overall categories: inmate housing, inmate medical, corrections intake, corrections support, corrections administration, corrections programming, courts, police-courts, building support. The proposed concept was configured with the anticipation of a potential future phase that could add a significant number of beds to the facility. Critical operational and service spaces were located in areas that would allow future service to a large addition to the east side of the building.











pictured: photos of the existing public safety building





pictured: photos of the existing public safety building and surrounding area



## study participants

- 01. Mack McDonald | mmcdonald@sanjuancounty.org Chief Administrative Officer | San Juan County
- 02. John Young | jyoung@sanjuancounty.org Jail Commander | San Juan County
- 03. **Jill Jones**, AIA, NCARB, LEED AP BD+C | jjones@ajcarchitects.com Principal in Charge | ajc architects
- 04. Heber Slabbert, AIA, NCARB | hslabbert@ajcarchitects.com Principal Partner | ajc architects
- 05. Aaron Rask Codden, AIA, NCARB, WELL AP, LEED Green Associate | acodden@ajcarchitects.com Project Support | ajc architects

#### location

San Juan Public Safety Building 297 South Main Street Monticello, Utah 84535



#### project description

The San Juan County Public Safety Building is an existing facility operating as a public courts, sheriff's office and correctional facility. The existing facility requires updates to meet current code and health safety requirements as well an expansion of the total number of beds.





## project justification

This new facility study is justified for the following reasons:

- 01. The current facility is not equipped to accommodate the health and safety requirements necessary to effectively manage the spread of Covid-19.
- 02. The previous study was completed under an out-dated version of the code and as such requires updates to meet current code requirements.
- 03. The demands and operational needs of the current facility have changed since the 2009 plans were completed.
- 04. Facility requires an expanded number of correctional beds to increase total facility capacity.





ltem 13.

# San Juan County Public Safety space area summary

space

space name

preferred level occupancy sf per occupancy program sf program sf number of spaces total net square feet

NOTE Only remodeled/addition spaces are listed in this document per the 2009 preliminary study by Archiplex.

Α.	<b>Corrections Inmate Housing</b>						
A.1	Men's Dormitory (Small)	1	10	55	550	1	550 Double bunk bed, dining, restrooms. Replac
A.2	Men's Dormitory (Medium)	1	16	55	880	1	880 Double bunk bed, dining, restrooms. Replac
A.3	Men's Dormitory (Large)	1	32	55	1,760	1	1,760 Double bunk bed, dining, restrooms. Replac
A.4	Men's Remodeled Trustee Dormitory	1	16	65	1,040	1	1,040 Existing space that will be modified smaller
A.5	Men's Work Release Dormitory	1	10	65	650	1	650 Existing space that will be modified smaller
A.6	Women's Dormitory	1	16	55	880	1	880 Includes mezzanine. Separate and secure o
							5,760 TOTAL NSF Corrections Inmate Housin

В.	<b>Corrections Inmate Medical</b>				
B.1	Medical Office	1		1	Room for 2 medical stations, with line of sigh current location.
B.2	Detox Cells	1		2	Existing
B.3	Holding Cells	1		2	Existing
B.5	Medical storage room	1	120	1	120 Secure access storage room for medication
					120 TOTAL NSF Corrections Inmate Medic

C.	Corrections Intake						
C.1	Booking	В	2	100	200	1	200 Typically supports 8-10 people at a time arriv processed quickly, space will not require cut
C.2	Detox	В			100	3	300 Hardened cells - anti-ligature
C.3	Property Storage	В			500	1	500 Compact storage system still being conside
C.4	Sallyport Garage	В			2,200	1	2,200 Room for two overhead doors that can fit UI
C.5	Shower	В			90	1	90 Hardened/durable - anti-ligature.
C.6	Intake	В	10	15	150	1	150 8-10 inmates - standing room only, waiting fo

### notes

aces existing multi-purpose .

- aces existing kitchen .
- aces existing outside rec yard and booking
- er to accommodate hallway if needed.
- er to accommodate hallway if needed.
- circulation from men's circulation.

sing

ght view of detox and holding cells. Remains in

ons

lical

rriving from state facilities - inmates are cuff bars, typically only need open common

dered (potential sf savings).

UDC transit vehicles (vans).

for quick processing to next space.

space	e space name	preferred level	occupancy	sf per occupancy	program sf	number of spaces	total net square feet	r
	Only remodeled/addition spaces are listed in this do		e 2009 prel					
C.7	Offices	В	1	120	120	3		Booking staff offices.
C.8 C.9	Open Office Janitor	В	3	80	240 60	1	240 60	
C.10	Office Storage	B			120	1	120	
					120	•		TOTAL NSF Corrections Intake
D.	Corrections Support							
D.1	Kitchen	1			1,500	1	1,500	All food prep on site with bulk delivery, anti
D.2	Kitchen Break Room	1			100	1	100	Open to the kitchen.
D.3	Kitchen Cooler	1			165	1		Connected to kitchen.
D.4	Kitchen Dry Storage	1			325	1	325	Connected to kitchen.
D.5	Kitchen Freezer	1			165	1	165	Connected to kitchen.
D.6	Kitchen Gender Inclusive Restroom	1			70	2	140	One is connected to the kitchen office.
D.7	Kitchen Office	1			100	1		Connected to kitchen.
D.8	Laundry	1			720	1	720	Hoor sink, hand wash sink, counters, island a commercial washers & drivers (need count
D.9	General Storage	1			900	1	900	Near classrooms and new rec yard.
							<b>4</b> ,115	TOTAL NSF Corrections Support
Ε.	Corrections Admin							
E.1	Exercise Room	В			620	1	620	Two water coolers, one ADA compliant. 25
E.2	Shower Room	В			120	1	120	One toilet, one shower, intended for one us
E.3	Control Room Mezzanine Tower (Main Level)	1			275	1	275	Rec Yard overlook, with controls equipmen
E.4	Control Room Support (Lower Level)	В			275	1	275	
E.5	Private Office	1			120	5	600	
E.6	Manager Office	1			220	1	220	
E.7	Gender Inclusive Restroom	1			70	1	70	
E.8	Copy Room	1			80	1	80	Upper and lower cabinets, with space for c
E.9	Admin Lobby	1			220	1	220	Basic seating space.
E.10	Secure Storage	1			55	1	55	
L.10								

### notes

nticipate delivery up to twice a week.

nd cabinets and carts for folding/sorting, large intl

25-30 lockers for patrol and corrections staff.

user.

ent and "U" shaped control desk.

<sup>r</sup> copier.

spac	e space name	preferred level	occupancy	sf per occupancy	program sf	number of spaces	total net square feet
NOTE	Only remodeled/addition spaces are listed in this	document per the	e 2009 prel	iminary stud	dy by Arc	hiplex.	
F.	Corrections Programming						
F.1	Sgt. Office/Booking Office	1			100	1	100 For program administrators/staff. Simple
F.2	Chapel/Family History	1	25	30	750	1	750
F.3	Future Program Space	В			2,200	1	2,200 Allow for future program expansion, base classrooms.
F.4	USU Classroom	В	15	25	375	1	375 Part of Distance Learning Network, on-sit
F.5	USU Office	В			100	2	200 For program administrators/staff. Simple
F.6	High School Office	В			100	1	100 For program administrators/staff. Simple
F.7	Video Visiting	1	6	30	180	1	180 Room for 6 visitors sitting at monitor works
F.8	Therapeutic Rehab	В	16	15	240	3	720 Up to 16 inmates per session.
F.9	Therapeutic Rehab Office - Intoxilizer	В		100	180	1	180 Adjacent to therapeutic rehab- room to
F.10	Women's Restroom	В			70	1	70 Single user, available to therapy and cla
F.11	Men's Restroom	В			70	1	70 Single user, available to therapy and cla

### 4,945 TOTAL NSF Corrections Programming

G.	Courts					
G.1	Break Room			180	1	180 Away from public circulation (seating for 4-
G.2	Clerks			540	1	540 5 Open Office Desks, Secure Filing Cabinets
G.3	Conference	4	35	140	1	140 Access only through county attorney office
G.4	Сору			85	1	Upper/lower cabinets with copier. Access c
G.5	County Attorney			210	1	210 Office suite CA Suite
G.6	County Attorney Assistant	1	120	120	1	120 Desk, secure filing cabinets. Access only thr
G.7	New Courtroom			1,580	1	1,580 Jury bench for 8, bailiff, witness stand, clerk prosecution/defense, 2 rows of public benc
G.8	District Court Judge's Chambers			0	1	0 Existing.
G.9	District Court Judge's Chambers Restroom			0	1	0 Existing.
G.10	Gender Inclusive Restroom			70	4	280
G.11	Holding			95	2	190 Hardened holding cells with bench, and re

### notes

le desk layout.

ased on building layout, needs to be adjacent to

-site servers already in place in secure location.

le desk layout.

le desk layout.

orkstations.

to meet with inmates.

classroom users.

classroom users.

4-6 people).

ets. 2 Exits. 2 pass thru window stations

ce suite. CA Suite. only through county attorney office suite. CA

g cabinets. Access only through county attorney

through county attorney office suite. CA Suite.

erk stand, judge stand, seating for 5 for nch seating.

restrooms.

spac	ce space name	preferred level	occupancy	sf per occupancy	program sf	number of spaces	total net square feet
	Only remodeled/addition spaces are listed in this c	locument per the	e 2009 pre				
G.12	Interview		4	35	140	2	280 Adjacent to new courtroom.
G.13	JC Judge's Assistants		2	120	240	1	240 2 Open office stations with secure file stora
G.14	JC Judge's Chambers				260	1	260 Desk, with seating for 2 guests, secure filing
G.15	JC Judge's Chambers Restroom				70	1	70 Unisex stall with access only through JC Ju
G.16	Jury & Law Library		10	40	400	1	400 Conference table, millwork with hand was unisex toiler inside the room.
G.17	District Court Judge's Chambers				200	1	200 Desk, with seating for 2 guests, secure filing
G.18	District Court Judge's Chambers Restroom				50	1	50
G.19	JV Judge's Chambers				200	1	200 Desk, with seating for 2 guests, secure filing
G.20	JV Judge's Chambers Restroom				50	1	50
G.21	Main Courtroom						Existing.
G.22	Public Computer		3	35	105	1	105 3 Public computer stations, with window/st
							5,180 TOTAL NSF Courts
Η.	Police - Courts						
H.1	Probation				140	2	280
H.2	Probation Restroom (unisex)				70	1	70
							350 TOTAL NSF Police

### notes

age.

g cabinets. Door to JC Judge's Assistants office.

udge's chambers. Ish sink, and mini refrigerator, bookshelves. Has a

g cabinets. Door to JC Judge's Assistants office.

g cabinets. Door to JC Judge's Assistants office.

storefront for visibility.

space	e space name	preferred level	ccupancy	sf per occupancy	program sf	number of spaces	total net square feet	n
NOTE	Only remodeled/addition spaces are listed in t		Ō	Ũ			S	
Ι.	Building Support					1		
1.1	Telecommunications				350	1	350	
1.2	Mechanical/Electrical				2,700	1	2,700	
1.3	Security Checkpoint				180	1	180 S	Secure control point controlling access to c
1.4	Chemical Storage				50	1	50 C	Connected to laundry facility.
1.5	Trash				120	1	120 0	Connected to kitchen.
1.6	Staging				300	1	300 0	Connected to trash and loading dock.
1.7	Loading Dock				550	1	550	
1.8	Restroom Bank				220	1	220 N	Men's: urinal, WC, lav   Women: 2 WV, lav, o
							4,470	TOTAL NSF Building Support

## 31,975 TOTAL NSF Indoor Program Spaces

75% efficiency factor 42,633 TOTAL GSF Indoor Program Spaces

J.	Outdoor Program Elements	
J.1	Outdoor Rec Yard	2,500
	Community Garden	
	Community Garden Tool Shed	

### notes

o courts and clerks offices section of the building.

v, accessible by public

114





ltem 13.

#### architectural

#### 01 site accessibility

Wherever possible, all site paths shall meet or exceed ADA criteria for slope (including cross slopes) and landings. All usable outdoor spaces shall be fully accessible.

#### 02 emergency and non-routine service access

Pathways for emergency vehicles should be provided on two sides of the building. The site currently provides access on multiple sides of the building from several directions. Emergency/service pathways may be integrated into the pedestrian pathways with careful design. However, proper emergency/service vehicle dimensions and weights should be utilized for load calculations in such design situations. The location of the fire department connection, and other related equipment, should be coordinated with the Fire Marshal.

#### 03 fire sprinklers

The building has an existing fire sprinkler system installed. This system will need to be evaluated by a fire sprinkler subcontractor prior to remodel to confirm it meets the NFPA 13 requirements at the time of permitting and construction for the proposed use. The current study and code analysis assumes an expansion of the existing fire sprinkler system for the new additions.

#### 04. general

The existing envelope is primarily a brick veneer facade. The existing roof is a single-ply roofing membrane. The exterior glazing on the existing building consists of a combination of punched openings with storefront frames and entrances with floor to ceiling storefront systems. The inmate program areas have small slit punched windows, operable roof skylights and secure interior storefront systems.

The existing interiors were originally designed in the late 1980's with exposed brick and masonry walls, concrete structure/finishes, carpeted flooring, and gypsum hard lid ceilings. There are several public areas that have acoustic ceiling tile and gypsum board finish. The correctional areas have painted exposed structure, concrete floors, and painted masonry walls.

The new interiors will be pragmatic in finish and function to meet the strict durability and security requirements of correctional facilities. The dorm room ceilings will be painted exposed structure with sealed concrete floors for ease of maintenance. The classrooms and offices will require painted gypsum ceilings to prevent concealed hiding spaces and carpet to improve acoustic performance. Carpet should be selected in darker colors to accommodate the build-up of oil and dirt from inmate traffic and use. The interior walls will need to be painted CMU to maximize durability on the lower two levels of the east addition.

The west addition will have painted gypsum walls and ceilings in the court related spaces except where inmate traffic occurs. These areas will require masonry and exposed concrete structure for durability and security. The new proposed third level for correctional administration is being proposed as a metal stud framed construction type with gypsum finishes and acoustic ceiling tile with carpet finishes typical to office spaces. This space will require less durable finishes which will help reduce construction costs and complexity.

The project also requires a commercial kitchen with dry and cold storage for extended food supplies. A new expanded commercial laundry facility will be included with storage space for large laundry carts.

The program also calls for educational classrooms and learning spaces with secure circulation to allow for male and female inmate populations to access the spaces while remaining completely separated.

New dorms are configured in a range of sizes from small to large to allow for the flexibility of effectively quarantining new arriving inmates in staggered groups to minimize introducing infectious spread, or to quarantine current inmates as needed. This effort to minimize the introduction of outside contaminants is further supported by a new intake area with improved separation from the rest of the existing inmate population.

The administration level includes workout and locker rooms, conference and office space and storage for correctional officers.

Finally, the judicial wing provides additional courtroom spaces and supporting inmate circulation and interview rooms. The new layout allows for a safer configuration for judge and clerks quarters, locating them further from the public gathering spaces and inmate circulation.

#### 05. building access

The renovation will add a more functional service dock area with redundant levels of security/access

control. The primary public entrance on the southwest side of the building, on the main level, has an existing storefront vestibule and will remain unchanged.

An exterior secure recreation yard is being proposed on the northeast corner of the building, with perimeter walls and an overlooking watch tower. The community gardens will likely be relocated within this area along with a locked storage room for gardening supplies.

### 06. energy performance

This project will be required to maximize energy efficiency and minimize long term operation costs. It will not however be required to meet LEED standards but will recommend following the State of Utah High Performance Building Standards.

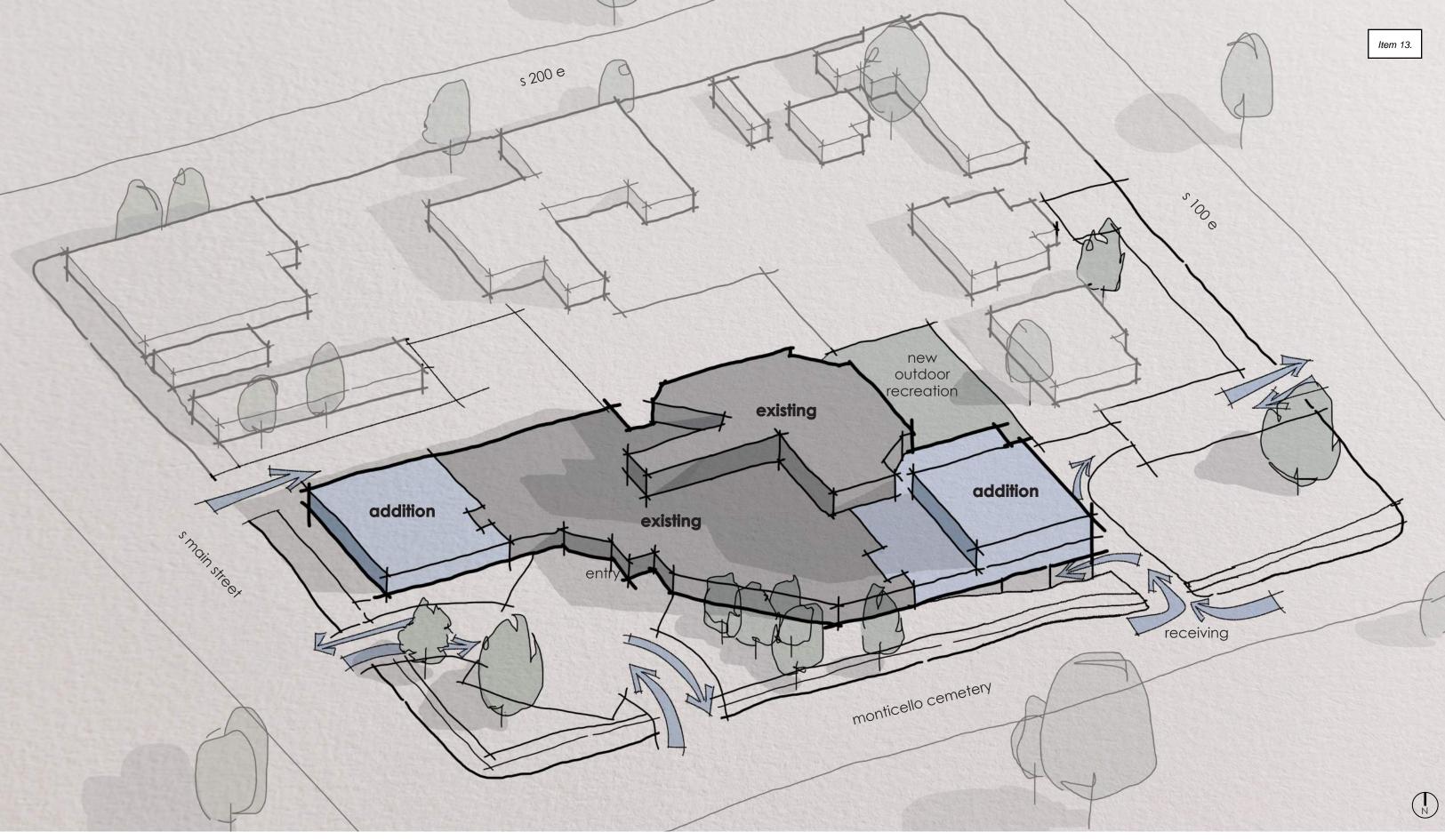


pictured: photo of existing secured skylights above dorm rooms





ltem 13.



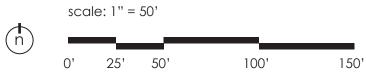
# perspective sketch of additions









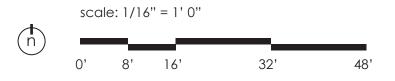






existing conditions shown in grey

# lower level floor plan



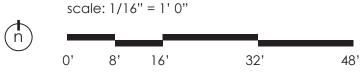




sgt. office high school office			
oel & history			
trash			
bove) — — — <b>—</b>			



# first level floor plan, west side



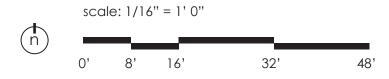






existing conditions shown in grey

# first level floor plan, east side



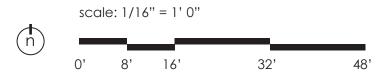




existing conditions shown in grey

# upper level









# part five

civil

ł.

Item 13.



### civil

The San Juan County Public Safety Building will require site upgrades to accommodate additional users and utility demands. These proposed site upgrades include the following.

#### 01. parking

There are currently 46 existing parking spaces on the San Juan County Public Safety site. Local building authorities will dictate the number of parking stalls required to accommodate additional use of the expanded facilities. The landscaped area on the southeast corner of the property can potentially accommodate 41 additional parking spaces which should be sufficient. Additional hard surfacing in this new area will create a small amount of additional runoff which will be evaluated and mitigated as required.

#### 02. utilities

The expansion of the Public Safety Building will likely require the resizing of existing water mains, fire supply main, and new or additional sewer connections. During the design phase natural gas and power connections will be evaluated and sized based on demands derived from the mechanical design. New communications and data lines will be incorporated into the new design.

#### 03. outdoor recreation area

The area directly east of the building currently being used as access to trailer storage and a garden plot will be used for an outdoor recreation area. This area will be accessed directly from the inmate stairwells. Secure fencing will be required around the perimeter of this area. New concrete will also be needed to convert the garden area to recreation space.

#### 04. access to storage yard

The new outdoor recreation area will eliminate the current access to the County Trailer storage area. A new access connecting to the north parking lot will need to be created to provide access to this area if the county desires to continue storing trailers here.



pictured: photo of existing site, east gate



pictured: site aerial image





ltem 13.

#### structural

#### 01. foundation system

A geotechnical report for the project has not been received at this time. A geotechnical investigation and report will need to be completed prior to proceeding with the design phase of the project.

The foundation system of the existing building consists of reinforced concrete spread footings. It is anticipated that the structural systems and foundation loads for the new addition will be similar to the existing building. The structure of the new addition can most likely be supported by reinforced concrete spread footings in similar fashion to the existing building.

#### 02. floor structure

It is anticipated that the structural systems for the new addition will be similar to the existing building.

At ground level floors a concrete slab on grade will be placed over a granular layer that will function as a capillary break. A vapor retarder membrane will be placed in areas where moisture sensitive flooring is installed on the slab on grade.

At secure areas of the addition the anticipated floor structure will probably consist of reinforced concrete panjoists or flat slabs as determined by the span of the floor structure. Panjoists and flat slabs will be supported by reinforced concrete girder beams which will in turn be supported by reinforced concrete columns. Some parts of the panjoists and flat slabs will be supported by concrete foundation walls or masonry bearing walls.

The structural system at the suspended floors at non-secure areas can be either reinforced concrete similar to the secure areas, or a steel framed system. It is anticipated that a steel framed system would consist of composite steel beams and girders with a concrete floor slab on steel floor deck. Open web steel joists may also be considered for the floor system. The floor system at non-secure areas should be selected by the design team based on the relative cost of the two systems considering the potential benefit of a single system for the entire floor area. It also seems possible that the concrete floor slab on steel deck may be sufficiently durable at secure areas.

#### 03. roof structure

Areas of the roof structure that are above secure areas will probably be of the same construction as the floors described above.

It is anticipated that the framing system above nonsecure areas may consist of 1 1/2" deep galvanized steel deck supported by open web steel joists or steel wide flange beams and girders. The steel wide flange beams and girders will reduce the depth of the roof structure compared to steel open web joists and girders. Additional wide flange beams may also be used selectively at roof areas that support mechanical equipment or are otherwise irregular in shape.

The roof structure may either be constructed as a basically flat structure but sloped to drain, or as a completely flat structure with tapered insulation on the deck to provide slope toward the roof drains. At irregularly shaped areas of the roof it may be preferable to construct the roof as a flat structure and tapered insulation to provide proper drainage.

#### 04. walls

Below grade foundation walls will consist of cast-in-place reinforced concrete. Above grade structural walls will for the most part be reinforced masonry. Some above grade walls may be reinforced concrete for security or other purposes. Many of the reinforced masonry and concrete walls will function as bearing walls to support floor and roof structures.

#### 05. lateral force resisting system

A reinforced masonry/concrete shear wall system is anticipated for the lateral force resisting system of the new addition. The reinforced masonry/ concrete shear wall system will experience a low magnitude of horizontal drift under earthquake and higher velocity wind loads. Calculated lateral drifts in the building shall not exceed the story drift limits specified in the code for a Risk Category III building. Due to the relatively low earthquake ground motions at the site it is expected that there will be little challenge to meet the code drift requirements.

It is anticipated that overturning and sliding forces in the shear walls will be resisted by reinforced concrete spread footings. The footings will be of sufficient size to keep toe bearing pressures within the geotechnical design limits of the final soils report.

#### 06. remodeling of existing structure

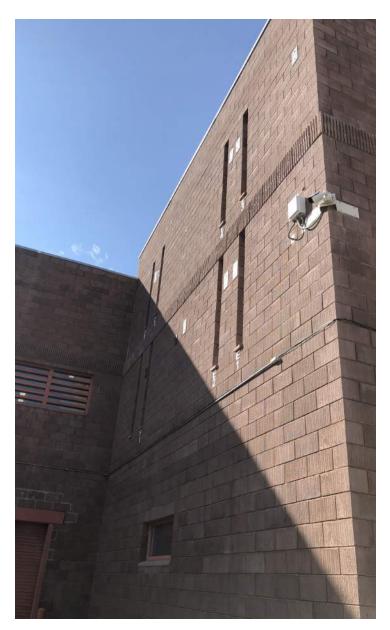
The existing structure may need to be altered where it interfaces with the new addition or at modifications within the existing floor plan. All alterations and/or additions to the existing structure shall comply with the requirements of the 2018 International Existing Building Code (IEBC) or the edition in force at the time of the design work.

### 07. future expansion

Future expansion of the new addition is not anticipated at this time, but if future additions are constructed the assumption is that they will be adjacent to the existing building and structurally separated. At this time there are no plans to design the new structure to support the load from future vertical expansion.

#### 08. structural design criteria and material strengths

The structural design criteria and material strengths listed below are according to our best estimate at this time based on the information above. The criteria and strengths shall be evaluated by the design team as the design progresses and revised as needed. The structural design will be according to the 2018 International Building Code and ASCE 7-16 Minimum Design Loads for Buildings and Other Structures, or the code in force at the time the addition is designed. Preliminary design criteria are as follows:



pictured: photo of existing masonry exterior and dorm room openings

Governing Building Code 2018 International a.

Building Code (IBC) with Utah

Building Code Amendments

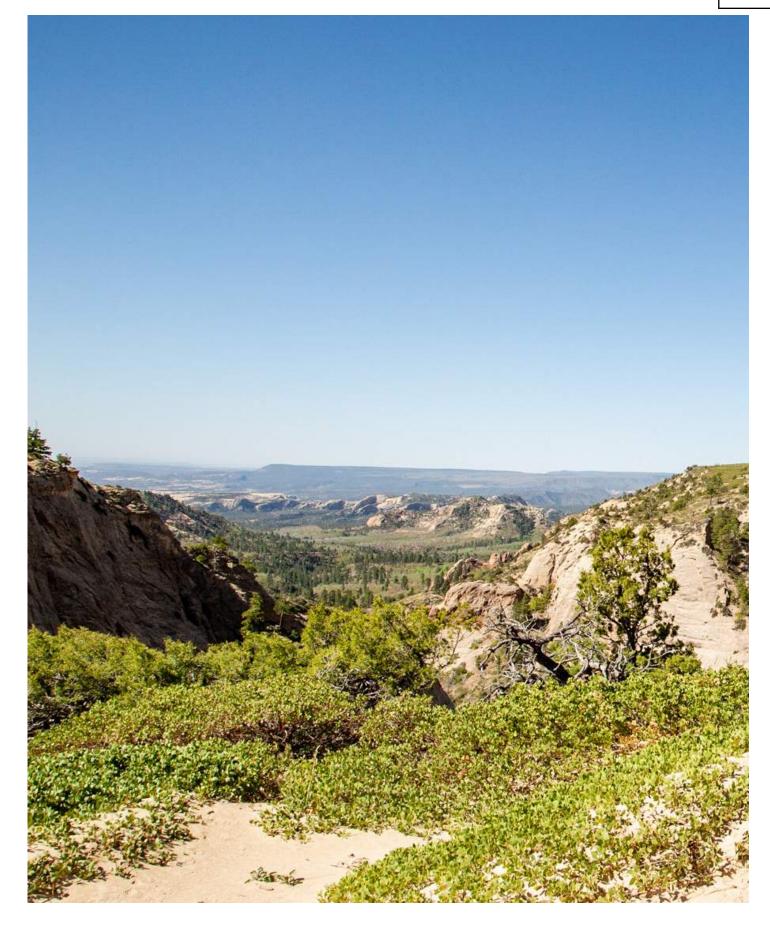
b.	Risk Co	ategory III			
C.	Desigr	n Uniform Roof Snow Loc	ad 52	psf (snow d	rift per IBC)
	Groun	d Snow Load 67 psf			
	Snow	Importance Factor	S = 1.1		
d.	Suspei	nded Floor Live Loads			
	Office	S	50	psf live load	d plus 15 psf partition load
	Assem	bly areas		100 psf	live load
	Stairs,	Corridors and Exit ways	100	0 psf live loc	ad
	Cell Bl	ocks	40	) psf live loa	d
	Mech	anical rooms	125 psf or 0	as required	by mechanical equip.
e.	Latero	Il Loads			
	1.	Seismic Loads:			
		Short Period Spectral A	cceleratio	on	SS = 0.179
		One Second Spectral /	Accelerati	ion	S1 = 0.057
		Importance Factor		le = 1.	25
		Seismic Design Catego	ory		В
		Site Class		D assu	med
		Response Modification	n Factor		Determined by design team

Response Modification Factor 2. Wind Loads: Basic Wind Speed 110 M.P.H. Exposure Type С

Preliminary Working Stresses for Materials are as follows:

Concrete (28-day strengths): a.

fy = 60 ksi
= 50 ksi
i
554
i







ltem 13.

#### mechanical

#### 01. executive summary

The San Juan County Justice Courts and County Building is proposing a 25,000 to 30,000 square foot addition to the existing county building. The existing building serves a variety of County departments including police and sheriff departments, corrections, courts, DMV, administration and dispatch.

The proposed space would generally serve inmates, sheriff staff, and corrections staff. The space will include an expanded kitchen facility capable of serving up to 300 people. Other space uses include; new laundry facilities, therapy, detox, medical and rehabilitation areas as well as housing and classrooms. In total the facility will be adding 35 dorm style cells and up to 60 beds and inmates along with auxiliary services to serve these inmates.

#### 02. existing system and conditions

The existing building is served by a central boiler plant on the ground level. The heating system consists of two 627 MBH boilers, air separator, and compression tank and inline circulation pumps. One boiler has been replaced in recent years, the other is aging.

The various wings of the building are served by interior AHU's above the jail control center. There are three Air Handling Units currently serving the building. Duct mounted heating coils are located in the Air Handler room to serve the inmate areas, court room, and office spaces. There is currently no preheat coil in the AHUs.

Cooling is provided by evaporative cooling. This includes a direct evaporative cooling section in each

interior AHU, and indirect cooling coils tied to a roof mounted cooling tower. The facility has had problems with the evaporative cooling system. The air handling units are Temptrol DF-12MEVC units which provide supply air to the zones.

Domestic water is provided by a domestic water boiler and storage tank. There have been concerns with the lack of mixing valves and supply of hot water at high demand times. The 200 gallon storage tank was manufactured in 1988.

In addition to the existing heating systems there is a snow melt system which serves the recreation yard and sidewalks.

The existing building automation control system is an outdated pneumatic controls system and needs to be upgraded.

#### 03. existing building recommendation summary

The controls system shall be updated to a modern direct digital control (DDC) system with remote access and alarms for diagnostics. The fire detection and alarm shall also be updated to current code. All existing heating coils shall be provided with new controls. Provide a test and balance of all existing systems.

The existing boiler plant shall be upgraded to provide the additional heating and pumping capacity needed to serve both the existing building and the new addition.



top: rooftop mechanical equipment directly above police quarters bottom: view of upper level mechanical room



#### 04. new addition recommendation summary

The new space will be a 25-30,000 square foot addition consisting of two levels. The space temperature requirements for correctional facility inmates are 65-85 degrees. The state of Utah High Performance Building Standard recommendations are to heat to 68 degrees and cool to 75. Although this is not a state owned facility, we have been asked to use the state of the Utah HPBS recommendations for this evaluation. There is a high density of people per square foot. The facility has concerns about the existing air flow and stagnant air. In the winter there is condensation on the walls and windows due to the latent load of people. These concerns will be addressed in the addition with greater ventilation requirements by a proposed 100% outside air system.

Air Handler with VAV: This unit shall be provided with a pre heating coil to serve the Variable Air Volume with reheat (VAV) system below. This will require upsizing the existing boilers. Cooling will be achieved through DX cooling. The AHU will be provided with an energy recovery section and an economizer capable of 100% outdoor air to the cell areas. Condenser coils shall be provided with hail guards. AHU Smoke detection shall include a remote test panel. The AHU shall be located on the roof and primary ductwork shall be located within the ceiling space of the addition. The AHU and exhaust system shall be integrated into a new smoke control system for the new addition as well.

There will be new laundry equipment required for the additional housing. There will be one additional industrial washer and dryer. The dryer shall be gas fired requiring both gas piping and exhaust ductwork. The exhaust shall be located in a sidewall to prevent excess lint from clogging coils in mechanical equipment on the roof. Booster fans may be required depending on length of vent.

Through the addition the existing kitchen shall be relocated to an expanded full service kitchen. New kitchen exhaust hoods and make up air unit shall be provided in the expansion. All new hoods shall be provided with fire detection and suppression. New gas piping with automatic gas shut off valve shall serve all gas fired kitchen equipment. The MAU shall include gas heat and evaporative cooling.

The plumbing fixture count will be evaluated and additional domestic piping will be provided to the new units through the existing distribution system. This includes providing piping to all new housing units, kitchen, janitorial and showers.

Domestic cold water, new piping shall be routed to the addition and new plumbing fixtures. Shut off valves shall be provided at each unit and main branch takeoff for ease of service. Provide a new larger PRV station at existing building to accommodate additional domestic water load.

Domestic hot water new piping shall be routed to the addition and new plumbing fixtures. Shut off valves shall be provided at each unit and main branch takeoff for ease of service. The existing domestic water heater and storage tank shall be evaluated for capacity and should be upgraded. A recirculation pump on the domestic hot water distribution will be used to meet energy code and provide quick response in the hot water system. The existing storage tank shall be removed and replaced to match the increased demand in the hot water system. A new master mixing valve shall be provided as well as point

#### 04. new addition recommendation summary (cont'd)

of use mixing valves at the fixtures. The facility has requested control of the showers. Showers shall be provided with timers and accessible shutoff valves.

Plumbing fixtures: In general there will be steel penal fixtures in place in the inmate living quarters. Specialty units where ligature fixtures are required shall be provided. These are in the medical, suicide watch and detox rooms. In public and staff areas plumbing fixtures shall be standard porcelain with standard hardware.

The drainage shall be served by new sanitary sewer. Existing sanitary sewer piping is routed to a sewage grinder. New piping shall tie into existing piping prior to the grinder. The existing sewage grinder shall be evaluated by civil site utility engineer for sizing and the new service requirements.

Kitchen: Addition requires additional gas piping to serve cooking equipment. Current meter and pipe sizing shall be increased for additional capacity. New domestic water as well as sanitary sewer and vent piping shall serve the new space. The size of the existing grease interceptor will also need to verified and possibly replaced due to the increased capacity of the kitchen services.

Fire Protection: The new addition shall be sprinkled and alarmed per NFPA standards. The HVAC system shall include smoke control per code requirements for a correctional facility.

#### 05. design conditions

The mechanical system shall be designed to maintain comfort condition in accordance with the Utah State Energy Code, DFCM A/E Design Guide, and ASHRAE 90.1 2016.

7,070 Ft.

- Elevation:
- . . . .
- Ambient: (ASHRAE 2-1/2%, 97.5%)
  - Summer 95°F DB 65°F WB

5°F DB

- Winter
- Indoor Conditions:
- Summer 75°F
- Winter 68°F
- Envelope:

Envelope insulation, U-values, and infiltration rates shall be coordinated with the owner, architect, mechanical engineer, envelope commissioning agent, and energy model.

- Ventilation Rates: ASHRAE 62-1
- Internal Heat Gain:

People: ASHRAE Estimates for Level Activity or program estimated counts for areas such as classrooms with average design occupancies. Equipment: ASHRAE Estimates for the Following

- Computers/Servers
- Copy Machines
- TV Monitors, equipment, and electronics
- Special Lighting

Any other heat producing equipment
 Lights: Coordinate with electrical engineer
 and energy consultant.

#### 06. applicable codes

The mechanical system for the building shall be designed and installed in accordance with the most recently adopted codes and standards:

- International Building Code (IBC) including all appendices
- International Mechanical Code (IMC)
- International Plumbing Code (IPC)
- International Energy Conservation Code (IECC)
- National Electrical Code (NEC)
- National Fire Protection Association (NFPA)
- ASHRAE 90.1
- ASHRAE Standard for Ventilation 62-1
- ASHRAE Guides and Standards (ASHRAE)
- State of Utah Boiler and Pressure Vessel Rules and Regulations
- American Society of Mechanical Engineers (ASME)
- American Standards Association (ASA)
- American Society of Testing Materials (ASTM)
- Sheet Metal and Air conditioning Contractors National Association (SMACNA)
- Occupational Safety and Health Administration (OSHA)
- DFCM Indoor Air Quality Criteria
- International Fuel Gas Code (IFGC) and Questar Regulations
- Utah State High Performance Building Standard.
- Department of Corrections (DOC) guidelines
- National institute of Jail Operators (NIJO)

#### 07. heating, ventilating, and air conditioning

The new building shall be heated, cooled, and ventilated with systems that will balance performance, efficiency, and maintainability. Mechanical systems shall be suitable for the building function and occupancy in accordance with ASHRAE and IMC standards. HVAC systems shall be designed for administration offices, work rooms, intake rooms, inmate rooms, common areas, intake areas etc. as described in the architectural program and space summaries.

For planning purposes, based on the anticipated mechanical space and the adjacent building systems, preliminary systems shall be a VAV rooftop unit with a boiler and VAV reheat system. Other systems may be evaluated by the design team using information from the mechanical engineer, building energy consultant, San Juan county facilities staff, and owner experience and preferences.

#### 08. heating system

Assuming a VAV reheat system, the heating source for both the existing building and new addition shall be high efficiency boiler(s) for the reheat coils and hot water pre-heat. Heating water shall be distributed through both the existing and new buildings using parallel variable flow heating water pumps. It shall include reheat coils located at the VAV boxes, and may or may not include pre-heating coils at the AHU level. The heating hot water pumps shall be designed with 100% redundancy. The heating hot water system shall consist of hot water distribution pumps, standby pumps, variable frequency drives, pre-heat coil inline circulating pumps, air eliminator, and expansion tank complete with automatic make-up water system. The entire hot water system shall be controlled by DDC controls and completely integrated into a central head end. Hot water piping shall be sized

#### 08. heating system (cont'd)

for no more than 6 fps velocity and 4 HD/100' Loss. Piping shall be carbon steel schedule 40, threaded and welded joints throughout the building, and potentially grooved joints in mechanical rooms only. The heating water source shall be high efficiency condensing boilers. System shall be designed for central heating equipment redundancy (such as multiple boilers and pumps).

#### 09. cooling system

Cooling source for the new building shall be included as part of a packaged DX VAV rooftop unit(s). Building cooling system shall be integrated into DDC controls system. Cooling system shall have provisions for demand limiting strategies through the building automation system. System shall include provisions for individual temperature control, low load modulation, and high efficiency operation.

#### 10. air systems

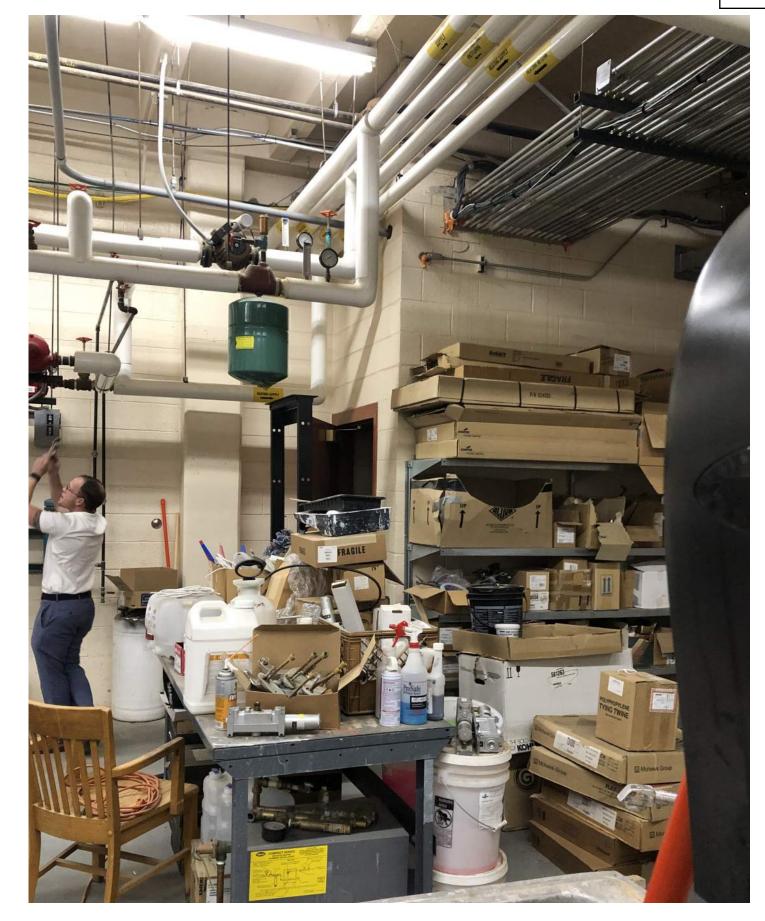
Air system for the new building shall be provided to meet ventilation requirements for ASHRAE 62, and shall be controlled as necessary to meet the HPB standards. Design shall include 100% outside air to the cell areas with an energy recovery (ERV) section to improve indoor air quality. Air shall be supplied from a variable volume roof mounted air handling unit, with VAV boxes for individual spaces or zones. Air may be distributed by overhead diffusers. Diffusers shall be security rated and anti-ligature fixtures in coordination with the architectural requirements for each space. The number of air handling units and their locations shall be determined by space availability, location, usage, requirements and economics. The use of return/relief fans shall be determined during design. Return fans are encouraged where there are large pressure drops or long runs through return air systems, or if additional control of building static pressure is required.

Roof and ceiling mounted exhaust fans, depending on usage, shall be provided for the copy rooms, toilet rooms, elevator machine rooms, custodial closets, smoke evacuation, and any other areas where odors or particulates may be present. The exact number and location of the fans shall be determined during design.

Outside air ventilation shall comply with ASHRAE Standard 62-1. Outside air system may include demand control ventilation carbon dioxide sensors at the administrative areas in order to provide adequate ventilation and improved energy efficiency. The number and location of fresh air inlets, and relief air outlets shall be determined during design. Fresh air inlets shall not be located in any location where contamination of the air can take place, i.e. carbon monoxide, lawn fertilizer, plumbing vents, etc.

The air handling system shall be controlled by a DDC control system that is 100% integrated into the central control system. Additional specifics of the control system shall be coordinated with San Juan County during design, depending on the system that is selected.

All ductwork shall be insulated metal duct with volume dampers for each branch diffuser or register. Air distribution systems for distance offices, classrooms and conference rooms shall be designed to provide a quiet, comfortable learning and working environment.



above: mechanical room view 3

Provide secure access to the equipment, such as VAV boxes, located above ceilings.

#### 11. acoustics

All systems shall be designed to minimize HVAC noise. Low pressure ductwork in the sound sensitive areas shall be designed for a maximum pressure drop of 0.08"/100'. Individual components, including diffusers, grilles, VAV boxes, etc. located in these areas shall be designed for a maximum NC=25. Piping in these areas shall be designed for a maximum velocity of 4 fps or 4 HD/100'. Mechanical equipment located near these areas shall be designed with vibration isolation, including inertia bases at pumps, internal spring isolators at fans, flex connectors at piping and ducts, sound attenuators, etc. All ductwork shall be properly sealed and insulated.

Restroom exhaust at individual cells and shower rooms shall be designed to locate the fan remotely in order to minimize noise and disturbance at adjacent spaces.

#### 12. plumbing systems

Plumbing systems shall be designed to meet the International Plumbing Code as adopted by the State of Utah.

The existing building is equipped with standard efficiency domestic hot water gas fired water heaters and storage tank. A secondary water heater is currently used to support the kitchen. New water heaters, storage tank and master mixing valves are required to support the new addition and kitchen facility. This may include high efficiency storage type, instantaneous, or a boiler or heat exchanger and storage tank combination. Provide recirculating pumps, mixing valves at point of use, etc.

Plumbing fixture manufacturers shall use consistent manufacturers throughout the building. Provide ADA compliant fixtures as required by code as well as penal ware and ligature resistant fixtures.

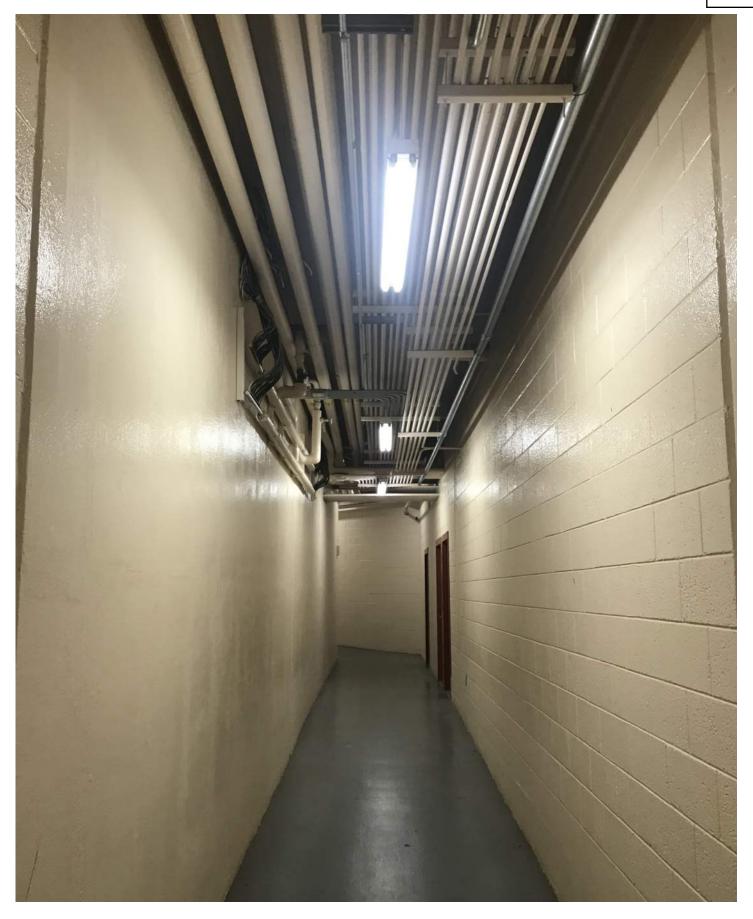
Provide mixing valves to meet ADA tempering requirements under each lavatory using auto faucets and shower locations.

Lavatories shall be wall mounted, or unitary, stainless steel with push button activation. Lavatory faucets shall be low flow to meet State of Utah HPB requirements.

Water closets for cell areas shall be high efficiency flush valve style, and ADA approved with elongated bowl and open front seat. Bowl shall be stainless steel. Water closets and lavatories may be combination security type fixtures as coordinated with architectural plans.

Project shall include a full service kitchen. Kitchen equipment and systems shall be provided by food service designer and contractor. Where 3 compartment sinks are used, provide indirect waste to a floor sink. Provide a separate grease waste line to a grease interceptor by the civil site utility contractor. Provide 140 degree water to fixtures where required by health code.

Floor drains shall be provided in all bathrooms, custodial closets, detox rooms, medical watch rooms,



above: passage way currently used for a wide array of mechanical, plumbing, and electrical systems, located on lower level

#### 12. plumbing systems (cont'd)

mechanical equipmentrooms, close to water heaters, and any other location where drains are needed or required. Floor sinks and trench drains shall be used in mechanical areas where more water is expected. Water treatment shall be provided for flushing and cleaning all pipe systems, and as necessary to treat all hydronic systems.

Exterior hydrants shall be provided for landscape and hose connections. Hydrants shall be wall mounted, box cover, key operator, and freeze proof with 3/4" ball valve on water supply line to hydrant.

Roof drainage shall consist of a primary and secondary drainage system.

Provide access to all valves, etc. that require maintenance.

Hot water will be provided to all lavatories, service sinks, cabinet mounted sinks and any fixture requiring hot water. Provide water softener for all domestic hot water systems.

#### 13. fire protection system

Fire sprinkler protection system shall be provided suitable for the building type and occupancy. This will be determined at the start of design. The entire building shall be sprinkled. System shall comply with NFPA, San Juan County Fire Marshal and State of Utah Fire Marshal requirements.

A wet pipe fire sprinkling system, shall be provided complete with fire riser, alarms, panel, piping, sprinkler heads, etc. The fire sprinkler inspector's test shall be piped into a drain or sewer to prevent water damage.

The fire sprinkler inspector test shall be of the simulated sprinkler head type, and not the glass bulb type.

The contractor shall provide documentation of the acceptability of all fire-safety materials used.

All piping used for fire protection shall be per NFPA and campus standards. Thin wall piping for fire protection is not allowed.

Smoke evacuation shall be provided for the cell areas per code.

#### 14. utilities

Water: Provide a new domestic water line from the existing system to the building addition. Design team shall work with owner and architect for best routing and isolation locations.

All interior above grade water piping shall be type L copper. All culinary hot and cold water piping shall be insulated. Other piping materials such as PP-R may be evaluated with the owner and design team during design.

Existing water PRV station shall be upgraded for increased capacity. PRV shall be set to maintain water pressure to 60 PSIG down stream pressure.

Provide a new fire line to new fire riser(s) within the building. Coordinate with city, civil, and fire marshal.

Sewer: Provide a new Building sewer line from new building to the existing sewage grinder and to the city main, coordinate with city and civil. Design team shall determine the best location for new tie-in, tentatively plan on east side of building. Provide a separate grease waste line to grease interceptor by civil to serve kitchen expansion. Sewer piping shall be cast iron above grade and PVC or ABS below grade. Provide cleanouts as required by code.

Storm Drainage: Provide a new building storm drain line from new building expansion to the city main, coordinate with city and civil. Design team shall determine the best location for new tie-in. Storm drain piping shall be cast iron above grade and



PVC below grade. Provide cleanouts as required by code. Roof drain piping inside the building shall be insulated. Primary and secondary roof drain system shall be provided.

Natural Gas: Natural gas shall be supplied from the existing lines serving the site, capacities shall be verified to increase the size of the boilers. Gas supply piping shall be carbon steel piping above ground and in the buildings and polyethylene piping below grade to meet Dominion gas requirements. Existing gas meter shall be upgraded for increased capacity.





Item 13.

#### 01. codes

The electrical work will comply with the laws, ordinances, and rules of the State of Utah, and local government. In addition, the following codes are applicable:

- NEC (National Electrical Code) 2017
- IFC (International Fire Code) 2018
- IBC (International Building Code) 2018
- IECC (International Energy Conservation Code) 2018

#### 02. standards

The Applicable standards are as follows:

- UL (Underwriters Laboratories)
- ASTM (American Society for Testing and Materials)
- ANSI (American National Standards Institute)
- NEMA (National Electrical Manufacturer's Association)
- IEEE (Institute of Electrical and Electronics Engineers)
- EIA/TIA (Electronic Industries Association/ Telecommunications Industries Association)
- IESNA (Illuminating Engineering Society of North America)
- LEED (Leadership Energy Efficient Design)

#### 03. raceways

Existing raceways may be reused where they comply with project specifications; EMT conduit (Electrical Metallic Tubing) may be used throughout for branch circuits and feeders. PVC Conduit shall be used under slab and below grade with rigid elbows. MC cable will be allowed in stud walls only. Final conduit connections to lighting fixtures shall be by means of a flexible conduit whip, not exceeding 6 feet in length. Conduit connections to vibrating equipment shall be by means of flexible seal-tite conduit.

Conduit fittings shall be malleable steel. Aluminum conduit and conduit fittings will not be allowed. Minimum raceway size shall be 1/2 inch.

#### 04. cable tray

Cable tray or basket tray may be provided in communication rooms, main corridors and large open office areas for telecommunication cabling as requested by owner's telecommunication contractor. Cable tray will be UL-listed, hot-dipped (after fabrication) galvanized corrosion resistant finish systems of sizes, types and capacities indicated, and meeting all requirements of NEMA VE-1. Grind all rough edges, drip concentrations, etc, to smooth finish. Apply cold zinc spray to all field cut surfaces.

#### 05. conductors

Conductors shall be copper. Solid conductor for sizes #14 AWG and smaller; stranded conductor for sizes #12 AWG and larger. Insulation shall be THHN/THWN, rated for 600 volts. Aluminum conductors shall not be acceptable. Minimum conductor size for branch circuits shall be #12 AWG. All conductors will be color coded according to the NEC.

#### 06. voltage drop

The voltage drop for feeders shall be limited to 2 percent. The voltage drop for branch circuits shall be limited to 3 percent.

#### 07. site utilities

The existing electrical service is run under ground to the building from a pad mounted transformer. The existing service in not sufficiently sized to serve the building expansion. A new underground electrical service will be provided. An underground feed will be





above: fluorescent lighting in the lobby (two views above), electrical engineer proposes LEDs throughout the facility only where renovation is taking place, see bullet "10"

run to a new EUSERC metering cabinet. The existing electrical service will be fed from this new service.

#### 08. power distribution

The existing electrical distribution of to the building is 400-amp 277/480-volts, 3 phase, 4 wire. The existing service equipment will remain and will be refed from a new utility service entrance. Surge Protection will be provided for the main electrical service entrance equipment.

#### 09. wiring devices

Wiring devices shall comply with NEMA standards Pub. No. WD 1. Switches and receptacles shall be specification grade, and rated at 20 amps and 120 volts AC. Receptacles shall be 3-wire grounding type. GFI (Ground fault circuit interrupter) type receptacles shall be rated 20 amps, 120 volts AC, with solidstate ground fault sensing and 5 milliamp trip level. Receptacles in toilet rooms, wet areas, or within 6 feet of any sink shall be GFI type. Receptacles on the building exterior shall be GFI type. All coverplates shall be stainless steel or vandal resistant where appropriate. Receptacles on emergency power shall be red.

#### 10. lighting

All existing interior lighting in areas not being remodeled will be remain. In all other areas new lighting will be LED type light fixtures. Fixtures will be provided with 3500 K LEDs or a temperature as requested by the owner. Lighting Illumination Levels shall be provided per IESNA recommendations. Provide LED luminaires which are tested in accordance with IES LM-79, diodes tested in accordance with IES LM-80, and provide a minimum R9 rating of  $\geq$  50 (unless specified differently), a CRI rating of  $\geq$  than 80 and L70 (6K) = 50,000 hours (IES TM- 21). Provide with 0-10V dimming drivers as standard. In detention areas such as sleeping spaces, dormitories, holding cells, etc. Lighting will be detention grade. All lighting provided will be anti-ligature.

#### 11. exterior lighting

Existing pole mounted area lights will be reused in place. The owner should consider the option of upgrading exterior lighting to LED. Emergency egress lighting will be provided at all building exits.

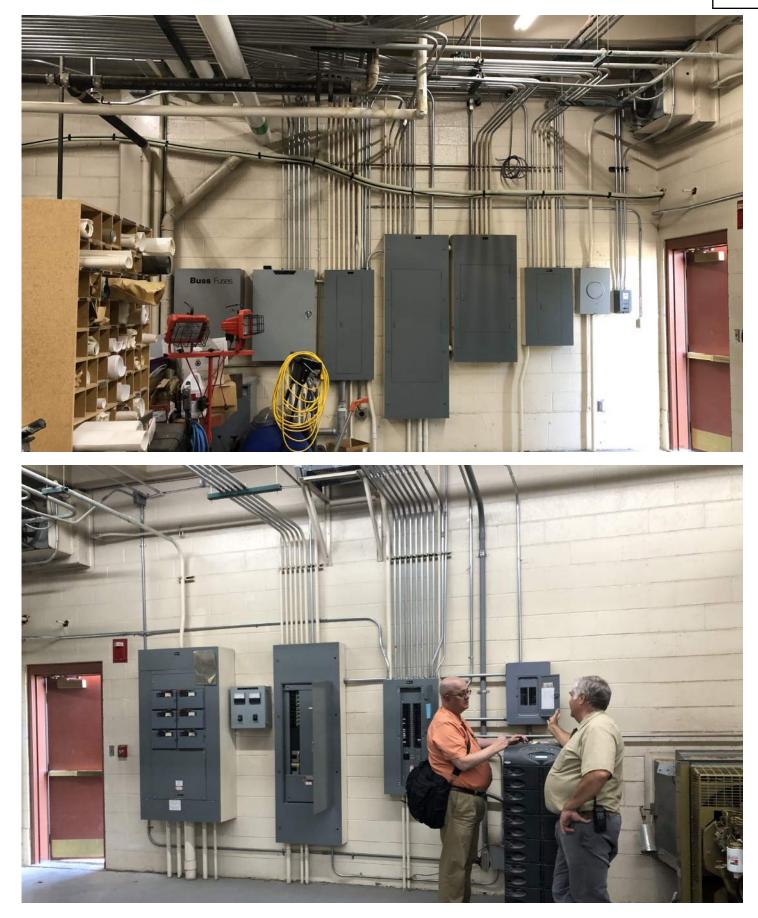
#### 12. lighting control

Control of existing and new exterior lighting will be by relay panel with astronomical clock. Lighting in the common spaces will be is controlled by programmable relay panel. Lighting in office spaces will be controlled with a combination of toggle switch in combination with automatic occupancy sensors. Lighting in toilet rooms will be controlled solely by occupancy sensors. Rooms and areas with daylight will have occupancy daylight sensors to provide dimming. In secured areas lighting controls will be located and arranged to limit control to authorized staff.

#### 13. emergency power

The facility has an existing 70-KW 277/480V diesel generator. The generator is not large enough to support the building expansion. The existing emergency distribution system serves both life safety and optional loads, which are not allowed under the current NECA new emergency diesel generator will be provided to support the facilities life safety and optional loads. These loads shall include but not limited to the following:

a. Life Safety Loads, including telecommunications, intercoms, door locks, vehicle gates and video



above: the majority of the electrical equipment and controls are located in the mechanical room on the lower level

surveillance system.

b. Optional loads including overhead doors, elevator, dispatch loads, kitchen

equipment, office equipment and the court room. The new diesel emergency generator will be located outside of the building. The generator fuel tank shall provide 48 hours of capacity at full load. The generator will have a NEMA 3R enclosure. The generator will be capable of starting and assuming the emergency load within 10 seconds of a power outage. Automatic transfer switches will be provided in the existing main electrical room and will be wired to automatically start the generator upon loss of utility power.

#### 14. grounding

Grounding shall be provided for the entire raceway, service entrance, enclosures and equipment system. Grounding shall be provided in accordance with the NEC. A separate grounding conductor shall be provided for all feeders, equipment circuits and branch circuit runs. Grounding conductors shall be sized in accordance with the NEC.

#### 15. surge protective device (spd)

An SPD will be provided on the new service entrance equipment and on all emergency branch panels as required by the NEC. An SPD will also be provided on panels serving electronic equipment.

#### 16. emergency distributed antenna system (das)

A distributed antenna system / emergency communication system will be provided for emergency responders using radio equipment using 800MHz and 450-460MHz UHF bands. The system is required by code if fire departments radio equipment can not operate in the building. A donor antenna will be installed on the roof with a bi-directional amplifier in the basement Equipment Room (ER). Throughout the building omnidirectional antennae, radiating panels, and radiating 1/2" hardline cable will be utilized to ensure sufficient signal strength is achieved. The owner may choose to test the building after construction is complete and add this system if required based on radio transmission test results.

#### 17. two way emergency communication system

The International Building Code (IBC) Section 1007 requires a two-way communication system on all new construction projects for all areas of refuge, regardless of whether the building has a sprinkler system. A call switch will be located at every elevator landing on each accessible floor that is one or more stories above/below the story of exit discharge. The system will also have a timed automatic telephone dial-out to an off-site location.

#### 18. fire alarm

The fire alarm system shall incorporate State Fire Marshals Rules section R710-004 and the design shall be in accordance with the latest version of NFPA 72 Style D initiating circuits, Style Z notification circuits and Style 6 or 7 signaling line circuits (State Fire Marshal Requirement 3.3.3.3.1). Horn/strobe devices shall be 95 dB and a minimum of 15 candela and white or red in color. Smoke detector devices shall be photoelectric type. Manual pull station devices shall be single-action type with key reset. Duct detectors shall be provided in return air ducts for air handling units, which have a capacity in excess of 2000 cubic feet/minute. Control modules for fan shutdown. Monitor modules for fire sprinkler flow and tamper switches. Smoke detectors will be provided in all sleeping areas. In smaller isolated resident

rooms, smoke detection will be accomplished with a duct detector to prevent damage by the resident. Protective covers will be provided on all smoke detectors that residents have access to, to prevent damage to units. Smoke detectors will be provided in all hallways and corridors. Smoke detector will be provided at each elevator landing to initiate elevator recall. The fire alarm system interface with the smoke management system will be modified to provide inputs for new or modified smoke zones. All modifications to the smoke management system shall be done by division 23. Vandal resistant covers will be provided where units are accessible by the residents unless the owner indicates that the locations are not at risk of being damages. No notification devices will be located within the resident sleeping areas, where the residents are in a lock down condition. In this case, the facility staff will be trained and responsible to provide notification and instructions to residents on how and where they are to evacuate the facility in the event of an alarm. All fire alarm wiring shall be installed in 3/4-inch conduit.

#### 19. television system

The facility has an existing televisions distribution system. The system shall be expanded to allow TV monitors to be added in new dayrooms, conference rooms and classrooms.

#### 20. telecommunications

The facility has an existing Entrance Facility (EF) which will remain. Power outlets located in communications rooms shall be connected to the emergency generator. At each telephone/data outlet a 4-11/16''x 2-1/8'' junction box will be provided with a single gang plaster or tile ring. From each outlet box a 1" conduit will be run to the nearest ER or cable tray. All telecommunication cabling, jacks, racks, etc. will be provided and tested by the Owner's telecommunications contractor.

#### 21. audio/visual

Conference audio/visual systems will comprise of digital and analog (HDMI and VGA) inputs at the conference room table. A table cubby will be included as an integral part of the furniture or provided as a component of AV system. The table cubby will house all of the AV, power and data connections. A flat panel display will be mounted at the end of the room, which will display the output of the user's equipment connected at the table. Wireless video can be added to the system to allow a user the option of mirroring off of a user tablet to the room display. Classrooms / Learning studios will include digital and analog input wall plates for teacher's computer and/ or auxiliary devices. Wall plates will connect to a video switcher that will output to a large flat panel display that has interactive capabilities. Depending on the room finishes, and size, either a radio frequency (RF) or infrared (IR) microphone will be used for teacher voice amplification. Loudspeakers will be spaced throughout the room for content audio and voice amplification. System will include distance learning capabilities including video cameras and video codec.

#### 22. energy utilization

The standard that governs the requirements for energy utilization is the High Performance Building Standard and the International Energy Conservation Code (IECC). These standards outline the power density requirements for electrical lighting systems as well as energy related to mechanical cooling and heating. Advanced metering will not be provided on existing and new electrical distribution equipment.

#### 23. access control system

The access control system shall provide local door control in staff spaces typically outside of the resident accessible spaces. The system shall consist of proximity type card readers, door position contacts and request to exit sensors. Card readers will be proximity type. The system will have a client software interface that can be monitored at central control or any other staff computer that users deem appropriate. The system shall track system usage and monitor doors to ensure that they are kept in a secured state.

### 24. locking control system

The existing locking control system shall be modified by the HUBL Group. The security workstation shall control all detention movement doors, exterior non-public doors and vehicle gates. Doors shall be interlocked in any space containing more than one controlled door. All security doors shall be controlled from each control room. The existing control system utilizes Indusoft to program the generate the graphical user interface and interface with the locking control system.

### 25. intercom and paging system

The existing intercom and paging system shall be modified by the HUBL Group. Detention grade intercom stations will be provided throughout the facility at all inmate movement doors, exterior overhead doors and site gates. The intercom system will be integrated into the control stations located at the control rooms. The existing control system utilizes Indusoft to program the generate the graphical user interface and interface with the locking control system.

#### 26. video surveillance system

The existing video surveillance system shall be modified by the HUBL Group to allow the expansion of the system for new surveillance cameras added to the expansion. The system shall allow central control the ability to observe all interior spaces where residents have access and where a security threat may exist. video surveillance cameras will be located so that the

entire building perimeter, exercise yards and parking lots can be observed. The primary interior video surveillance camera will be ceiling mounted integrated dome, with a polycarbonate lens. The camera resolutions will vary from HD to 3-megapixel depending upon the required field of view. Exterior



video surveillance cameras will be building mounted. Exterior cameras will be an integrated dome style camera with a resolution of HD through 5-megapixel. The primary use of HD resolution cameras will be at entry points where there is a small field of view. The use pan-tilt-zoom cameras will be limited, to avoid the potential of gaps in the recording system. With the use of high-resolution cameras will allow the staff the ability to pan and zoom in a CCTV image. The existing Video Management System (VMS) is produced by Avigalon. As second server will be added for new cameras. The VMS will have its own network distribution so that the VMS bandwidth needs will not impact other facility network needs. The VMS will provide 90-days of video retention. The VMS will allow remote client access, with the ability to restrict user access to only areas of the system that the system administrator feels is appropriate.

# part nine

code analysis



Item 13.

DATE: 12/22/20 NAME OF PROJECT: SAN JUAN COUNTY JUSTICE PROJECT #: 2020-54

#### CODE ANALYSIS

#### **BUILDING CODES**

INTERNATIONAL BUILDING CODE (IBC)	2018
INTERNATIONAL FIRE CODE (IFC)	2018
INTERNATIONAL MECHANICAL CODE (IMC)	2018
INTERNATIONAL PLUMBING CODE (IPC)	2018
NATIONAL ELECTRICAL CODE (NEC)	2017
INTERNATIONAL FUEL GAS CODE	2018
INTERNATIONAL ENERGY CONSERVATION CODE	2018
INTERNATIONAL EXISTING BUILDING CODE	2018
ICC ANSI A117.1	2009
utah amendments, title 15a	2018

### **OCCUPANCY CLASSIFICATION - IBC CHAPTER 3**

'I' - INSTITUTIONAL GROUP I-3

'B' - BUSINESS

TYPE II - A

TYPE II - B

#### TYPE OF CONSTRUCTION – IBC CHAPTER 6

	SPRINKLED
	SPRINKLED

### AUTOMATIC SPRINKLER SYSTEM - IBC SECTION 903.2.6 NFPA 13

#### ALLOWABLE BUILDING HEIGHT – IBC CHAPTER 5, TABLE 504.3 NO CHANGE EXISTING: ALLOWED: 75 FEET 38 FEET ACTUAL:

### ALLOWABLE STORIES ABOVE GRADE PLANE - IBC CHAPTER 5, TABLE 504.4 EXISTING: NO CHANGE

E/ do fill ( O )				
	I-3 (TYPE	I-3 (TYPE II-A)		
ALLOWED:	3	STORIES		
ACTUAL:	3	STORIES		

#### B (TYPE II-B)

	· ·	,
ALLOWED:	2	STORIES
ACTUAL:	1	STORIES

#### ALLOWABLE BUILDING AREA – IBC CHAPTER 5, TABLE 506.2 EXISTING: NO CHANGE I-3 (TYPE II-A) 45,000 S.F. ALLOWED:

## INTERIOR NONBEARING WALLS FLOOR (INCLUDING SUPPORTING BEAM AND JOISTS) ROOF (INCLUDING SUPPORTING BEAM AND JOISTS)

EXTERIOR NONBEARING WALLS

### STRUCTURAL FRAME EXTERIOR INTERIOR EXTERIOR NONBEARING WALLS

# INTERIOR NONBEARING WALLS

### Floor

### (INCLUDING SUPPORTING BEAM AND JOISTS)

ACTUAL:

ALLOWED:

STRUCTURAL FRAME EXTERIOR INTERIOR

ACTUAL:

ROOF

## (INCLUDING SUPPORTING BEAM AND JOISTS)

### ACCESSORY OCCUPANCY - IBC SECTION 508.2 'S' - STORAGE

## **OCCUPANCY SEPARATIONS - IBC TABLE 508.4**

#### 'B' TO 'I-3'

# INCIDENTAL USES - IBC TABLE 509

# LAUNDRY ROOM .100 S.F.

### CORRIDORS - IBC TABLE 1020.1;

### 'I' - INSTITUTIONAL GROUP I-3 'B' BUSINESS

## TRAVEL DISTANCE - IBC SECTION 1017.2

Item 13.

LOWER LEVEL MAIN LEVEL UPPER LEVEL

MAIN LEVEL

#### FIRE RESISTIVE REQUIREMENTS - IBC CHAPTER 6, TABLE 601

20,453 S.F.

25,550 S.F.

3,962 S.F.

69,000 S.F. 13,077 S.F.

B (TYPE II-B)

	TYPE II - A	
1.0	HOUR RATING	
1.0	HOUR RATING	
1.0	HOUR RATING	
0.0	HOUR RATING	
0.0	HOUR RATING	
1.0	HOUR RATING	
1.0	HOUR RATING	

TYPE II - B			
0.0	HOUR RATING		
0.0	HOUR RATING		

1 HR

### NON SEPARATED DUE TO SPRINKLERS

SPRINKLED

0 HRS 0 HRS

SPRINKLED

'l' - IN	STITUTIONAL GROUP I-3
'B' - BL	ISINESS

200 FEET 300 FEET

#### EXIT SEPARATION - IBC SECTION 1007.1.1

SEPARATION OF EXITS SHALL BE 1/2 THE LENGTH OF THE MAXIMUM DIAGONAL DIMENSION.

EXCEPTION 2: SEPARATION OF EXITS SHALL BE 1/3 THE LENGTH OF THE MAXIMUM DIAGONAL DIMENSION.

COMMON PATH OF EGRESS TRAVEL (Space) - IBC Table 1006.2.1

	SPRINKLED
'I' - INSTITUTIONAL GROUP I-3	100 FEET
'B' - BUSINESS	100 FEET

### **OCCUPANCY LOADS - IBC TABLE 1004.5**

STORAGE, UTILITY SPACES, ETC.	300 GROSS
OFFICES	150 GROSS
CONFERENCE ROOM, ASSEMBLY ROOM	15 NET
DAYCARE	35 NET
CLASSROOMS	20 NET

#### TOTAL OCCUPANTS

98	I-3 STAFF
100	В

REQUIRED PROVIDED

I-3

309

#### NUMBER OF REQUIRED EXITS - IBC TABLE 1006.2.1

EXITS REQUIRED PER STORY

EGRESS WIDTH per PERSON SERVED - IBC 1005.3

	'I' - INSTITUTIONAL GROUP I-3		REQU	JIRED	PROVIDED	_
•	STAIRWAY	-	0.3 IN/OC	122.1	252	INCHES
•	OTHER		0.2 IN/OC	81.4	108	INCHES
	'B' - BUSINESS		REQU	JIRED	PROVIDED	
•	STAIRWAY		0.3 IN/OC	30	44	INCHES
•	OTHER		0.2 IN/OC	20	144	INCHES

#### MINIMUM CORRIDOR WIDTHS - IBC TABLE 1020.2

		REQUIRED	PROVIDED
•	STANDARD WIDTH	44''	60''
•	OCCUPANT LOAD <50	36"	36"
•	'I' - INSTITUTIONAL GROUP I-2	96"	96"

DEAD END CORRIDORS - IBC SECTION 1020.4

#### 50 FEET - SPRINKLED

INTERIOR WALL AND CEILING FINISH - IBC TABLE 803.13

INTERIOR EXIT STAIRWAYS, ETC. CORRIDORS / ENCLOSURE EXIT ACCESS STAIRWAYS ROOMS AND ENCLOSED SPACES

#### STAIRS / RAMPS - IBC CHAPTER 10

SECTION 1009.3.2; EXCEPTION 1 – CLEAR WIDTH OF 48 INCHES MINIMUM BETWEEN HANDRAIL IS NOT REQUIRED (SPRINKLER)

SECTION 1009.3.3 EXCEPTION 2 - AREA OF REFUGE IS NOT REQUIRED WHEN BUILDING IS EQUIPED THROUGHOUT WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM.

SECTION 1005.3.1 – THE WIDTH SHALL NOT BE LESS THAN 44 INCHES (To determine the egress width, multiply the occupancy times .30 to equal the number of width inches reauired).

SECTION 1005.3.1 EXCEPTION 1 - THE WIDTH SHALL NOT BE LESS THAN 44 INCHES (To determine the egress width, multiply the occupancy times .20 to equal the number of width inches required in sprinkled buildings).

SECTION 1011.5.2 – STAIR RISER HEIGHT SHALL BE 7 INCHES MAXIMUM AND 4 INCHES MINIMUM. THE STAIR TREAD SHALL BE 11 INCHES MINIMUM. SECCTION 1011.8 – THE MAXIMUM DISTANCE A STAIR MAY RISE WITHOUT A LANDING IS 12 FEET.

SECTION 1011.11 - HANDRAIL IS REQUIRED ON EACH SIDE. SECTION 1014.2 – HANDRAIL HEIGHT, FROM NOSING, SHALL NOT BE LESS THAN 34 INCHES AND NOT GREATER THAN 38 INCHES.

SECTION 1014.6 - HANDRAIL MUST RETURN TO WALL, GUARD, WALKING SURFACE, THE HANDRAIL NEEDS TO BE CONTINUOUS TO THE NEXT RUN OF STAIRS; (IF NOT) THEN, THE HANDRAIL MUST EXTEND 12 INCHES BEYOND THE RISER AND SLOPE A DISTANCE OF ONE TREAD BEYOND THE BOTTOM OF THE RISER.

SECTION 1011.12 - STAIRS TO THE ROOF IN BUILDINGS WITH FOUR OR MORE STORIES; OTHER MEANS TO THE ROOF MAY BE BY ALTERNATING TREAD DEVICE, SHIPS LADDER OR A PERMANENT LADDER.

ICC A117.1 504.9 - STAIR SIGNAGE IS REQUIRED ON EACH STORY LANDING. TO HAVE RAISED CHARACTERS AND BRAILLE.

SECTION 1017.3 - TRAVEL DISTANCE REQUIRED IN TABLE 1017.2 MAY BE TO A RATED STAIR ENCLOSURE.

#### EXISTING: NO CHANGES TO CURRENT SPACE OR USE

**GUARDS - IBC SECTION 1015** 

SECTION 1015.2 – GUARDS SHALL BE LOCATED ALONG OPEN-SIDED WALKING SURFACES THAT ARE MORE THAN 30 INCHES TO FLOOR OR GRADE BELOW. SECTION 1015.3 – HEIGHT SHALL BE NOT LESS THAN 42 INCHES.

ʻI-3'	'B'
CLASS 'A'	CLASS 'B'
CLASS 'A'	CLASS 'C'
CLASS 'C'	CLASS 'C'

SECTION 1015.4 – OPENING LIMITATION SHALL NOT ALLOW PASSAGE OF A SPHERE 4 INCHES IN DIAMETER. EXISTING: NO CHANGES TO CURRENT SPACE OR USE	OPAQUE ELEMENTS INSULATION MIN. R- VALUE
ELEVATORS – IBC SECTIONS 1009.4 AND 3006	ROOFS
SECTION 1009.4 – ELEVATORS MAY BE USED AS AN ACCESSIBLE MEANS OF EGRESS.	WALLS
SECTION 1009.4.1 – STANDBY POWER SHALL BE PROVIDED.	ABOVE GRADE
SECTION 1009.4.2 EXCEPTION 2 – AREA OF REFUGE IS NOT REQUIRED (SPRINKLED).	BELOW GRADE
SECTION 1009.8 – TWO WAY COMMUNICATION IS REQUIRED AT THE LANDING.	FLOORS
SECTION 1009.9.9 – SIGNAGE IS REQUIRED.	SLABS ON GRADE
SECTION 3006.2 – ELEVATOR HOIST-WAY OPENING PROTECTION IS NOT REQUIRED WHERE THE ELEVATOR ONLY CONNECTS 3 STORIES.	DOORS
SECTION 3006.3 – HOIST-WAY OPENING PROTECTION FOR ELEVATOR THAT CONNECTS MORE THAN 3 STORIES REQUIRED AN ADDITIONAL DOOR FOR SMOKE AND DRAFT	PLUMBING FIXTURE REQUIREMENTS – IBC CHAPTER 29 MEN WOMEN
CONTROL OR HOIST-WAY PRESSURIZED.	<b>OCC. 'B'</b> TOTAL OCCUPANTS: 100 50 50
PORTABLE FIRE EXTINGUISHERS: SECTION 906	<b>REQUIRED</b> FOR THIS TENANT SPACE ONLY:
	WATER CLOSET LAVATORIES TUBS / SHOWERS D.F. OTHER
MAXIMUM DISTANCE OF TRAVEL TO EXTINGUISHER 75 FEET	1/25 FOR FIRST 50 1/40 FOR FIRST 80 NONE 1/100 1 SERVICE SINK
	MEN WOMEN MEN WOMEN
ACCESSIBLE – IBC CHAPTER 11	2 2 1.25 1.25 0 1 1
ACCESSIBLE ROUTE 1104.1: AT LEAST ONE ACCESSIBLE ROUTE WITHIN THE SITE PROVIDED	
FROM ACCESSIBLE PARKING, ACCESSIBLE PASSANGER LOADING ZONE OR SIDEWALK	1/50 ABOVE 50 1/80 ABOVE 80
TO THE ACCESSIBLE BUILDING ENTRANCE.	MEN WOMEN MEN WOMEN
ACCESSIBLE PARKING: TABLE 1106.1 (1 PER 25) PARKING STALLS; (2 PER 26 TO 50) PARKING STALLS.	0 0 0 0
VAN SPACES 1106.5: FOR EVERY 6 OR FRACTION OF 6 ACCESSIBLE PARKING SPACES, AT	MEN WOMEN
LEAST 1 SHALL BE A VAN-ACCESSIBLE SPACE. PARKING STALL WIDTH = 11 FT. WITH AISLE	<b>OCC.</b> ' <b>I-3</b> ' TOTAL OCCUPANTS: 49 45 4
OF 5 FEET. THE ACCESSIBLE STALL AND AISLE CAN NOT SLOPE MORE THAN 2% (1:48).	
	REQUIRED FOR INMATES:
ACCESSIBLE ENTRANCES 1105.1: AT LEAST 60 % OF ALL PUBLIC ENTRANCES SHALL BE ACCESSIBLE.	WATER CLOSET LAVATORIES TUBS / SHOWERS D.F. OTHER
ACCESSIBLE.	1 PER CELL 1 PER CELL 1 PER 15 1/100 1 SERVICE SINK MEN WOMEN MEN WOMEN MEN WOMEN
IBC SECTION 1109.2 - EACH TOILET ROOM AND BATHING ROOM SHALL BE ACCESSIBLE.	45 4 45 4 3.00 0.27 0.49 1
IBC SECTION 1109.2.2 – EACH RESTROOM WILL NEED TO HAVE 5% (AT LEAST ONE)	
IBC SECTION 1109.3 – EACH RESTROOM WILL NEED TO HAVE 5% (AT LEAST ONE) ACCESSIBLE SINK.	OCC. 'I-3' TOTAL OCCUPANTS: 98 49 49
IBC SECTION 1111.1 - REQUIRED ACCESSIBLE ELEMENTS SHALL BE IDENTIFIED USING THE	REQUIRED FOR STAFF:
INTERNATIONAL SYMBOLS OF ACCESSIBILITY.	WATER CLOSET LAVATORIES TUBS / SHOWERS D.F. OTHER
	1 PER 25 1 PER 35 NONE 1/100 1 SERVICE SINK
ROOF - IBC CHAPTER 15	MEN WOMEN MEN WOMEN
MINIMUM ROOF COVERING CLASSIFICATION - TABLE 1505.1 TYPE I - B CLASS B	0.98 0.98 0.98 0.98 0 0.98 1
BUILDING ENVELOPE REQUIREMENTS - IECC TABLE C402.1.3	REQUIRED:
CLIMATE ZONE 5	I-3

Item 13.

WATER CLOSET		LAVA	TORIES	TUBS / S	SHOWERS	D.F.	OTHER
MEN	WOMEN	MEN	WOMEN	MEN	WOMEN		1 SERVICE SINK
47	6	47	6	3	1	2	1
В							
WATER	CLOSET	LAVA	TORIES	TUBS / S	SHOWERS	D.F.	OTHER
MEN	WOMEN	MEN	WOMEN	MEN	WOMEN		1 SERVICE SINK
2	2	2	2	0	0	1	1
PROVIDE	<b>D</b> :						
INMATES							
WATER	CLOSET	LAVA	TORIES	TUBS / S	SHOWERS	D.F.	OTHER
MEN	WOMEN	MEN	WOMEN	MEN	WOMEN		1 SERVICE SINK
45	4	45	4	15	2	2	1
STAFF							
WATER	CLOSET	LAVA	TORIES	TUBS / S	SHOWERS	D.F.	OTHER
MEN	WOMEN	MEN	WOMEN	MEN	WOMEN		1 SERVICE SINK
1	1	1	1	1	1	2	1
PLUS 3 UN	IISEX						
BUSINESS							
WATER	CLOSET	LAVA	TORIES	TUBS / S	SHOWERS	D.F.	OTHER
MEN	WOMEN	MEN	WOMEN	MEN	WOMEN		1 SERVICE SINK
4	3	3	4	0	0	2	1
PLUS 5 PR	IVATE UNISEX	(					

Item 13.

**part ten** cost estimate



Item 13.

PROJ	ECT ESTIMATE	CONST	RUCTIO	N CONTROL CORPO	RATI	ON		1/7/2021
LOCA <sup>-</sup> ARCH	ECT NAMESAN JUAN COUNTY PUB FIONMONTICELLO, UT ITECTAJC E OF DESIGNFEASIBILITY	LIC SAFETY AL	DITION/F	REMODEL		42,633	тот	AL SF
CSI #	DESCRIPTION			ADDITIONS		REMODEL		TOTAL
	BUILDING COST SUMMARY							
02	EXISTING CONDITIONS		\$	52,418	\$	48,409	\$	100,828
03	CONCRETE		\$	367,951	\$	22,182	\$	390,133
04	MASONRY		\$	1,272,349	\$	261,411	\$	1,533,759
05	METALS		\$	991,225	\$	38,728	\$	1,029,953
06	WOODS & PLASTICS		\$	240,490	\$	153,560	\$	394,049
07	THERMAL & MOISTURE PROTECTION		\$	519,593	\$	43,133	\$	562,725
08	DOORS & WINDOWS		\$	935,953	\$	343,707	\$	1,279,660
09	FINISHES		\$	996,885	\$	596,418	\$	1,593,303
10	SPECIALTIES		\$	101,783	\$	58,091	\$	159,874
11	EQUIPMENT		\$	564,719	\$	-	\$	564,719
12	FURNISHINGS		\$	36,354	\$	12,500	\$	48,854
13	SPECIAL CONSTRUCTION		\$	-	\$	-	\$	-
14	CONVEYING SYSTEMS		\$	118,750	\$	93,750	\$	212,500
21	FIRE SUPPRESSION		\$	118,746	\$	67,773	\$	186,519
22	PLUMBING		\$	305,348	\$	203,319	\$	508,667
23	HVAC		\$	1,526,738	\$	900,414	\$	2,427,152
26	ELECTRICAL		\$	882,115	\$	503,458	\$	1,385,573
27	COMMUNICATION		\$	271,420	\$	154,910	\$	426,330
28	ELECTRONIC SAFETY & SECURITY		\$	407,130	\$	232,365	\$	639,495
31	EARTHWORK		\$	120,777	\$	-	\$	120,777
32	EXTERIOR IMPROVEMENTS		\$	185,816	\$	-	\$	185,816
33	UTILITIES		\$	130,000	\$	-	\$	130,000
	SUBTOTAL		\$	10,146,558	\$	3,734,127	\$	13,880,685
	GENERAL CONDITIONS	8%	\$	811,725	\$	298,730	\$	1,110,455
	BONDS & INSURANCE	2%	\$	219,166	\$	80,657	\$	299,823
	OVERHEAD & PROFIT	4%	\$	447,098	\$	164,541	\$	611,639
	DESIGN CONTINGENCY	15%	\$	1,521,984	\$	560,119	\$	2,082,103
	TOTAL CONSTRUCTION COST		\$	13,146,529	\$	4,838,174	\$	17,984,704

	ECT NAMESAN JUAN COUNTY PUBLIC SAFETY AD	DITION/REMODE	EL	AD	DITIONS		
	IITECTAJC E OF DESIGNFEASIBILITY				27,142	SF	
SI #	DESCRIPTION	QTY	UNIT	UN	IIT COST		TOTAL
	BUILDING COST SUMMARY						
02	EXISTING CONDITIONS			\$	1.93	\$	52,4
03	CONCRETE			\$	13.56	\$	367,9
04	MASONRY			\$	46.88	\$	1,272,
05	METALS			\$	36.52	\$	991,2
06	WOODS & PLASTICS			\$	8.86	\$	240,4
07	THERMAL & MOISTURE PROTECTION			\$	19.14	\$	519,
08	DOORS & WINDOWS			\$	34.48	\$	935,
09	FINISHES			\$	36.73	\$	996,
10	SPECIALTIES			\$	3.75	\$	101,
11	EQUIPMENT			\$	20.81	\$	564,
12	FURNISHINGS			\$	1.34	\$	36,
13	SPECIAL CONSTRUCTION			\$	-	\$	
14	CONVEYING SYSTEMS			\$	4.38	\$	118,
21	FIRE SUPPRESSION			\$	4.38	\$	118,
22	PLUMBING			\$	11.25	\$	305,
23	HVAC			\$	56.25	\$	1,526,
26	ELECTRICAL			\$	32.50	\$	882,
27	COMMUNICATION			\$	10.00	\$	271,4
28	ELECTRONIC SAFETY & SECURITY			\$	15.00	\$	407,
31	EARTHWORK			\$	4.45	\$	120,
32	EXTERIOR IMPROVEMENTS			\$	6.85	\$	185,
33	UTILITIES			\$	4.79	\$	130,
	SUBTOTAL			\$	373.83	\$	10,146,
	GENERAL CONDITIONS	8%		\$	29.91	\$	811,
	BONDS & INSURANCE	2%		\$	8.07	\$	219,
	OVERHEAD & PROFIT	4%		\$	16.47	\$	447,
		15%		\$	56.07	\$	1,521,
	TOTAL CONSTRUCTION COST			\$	484.36	¢	13,146,

Page 2

147

B

PROJ	ECT ESTIMATE CONSTRUCTION CONTRO	L CORPOR	ATION				1/7/202
	ECT NAMESAN JUAN COUNTY PUBLIC SAFETY ADDI	TION/REMO	DEL	AD	DITIONS		
	TONADNTICELLO, UT TECTAJC				27,142	SF	
TAGE	OF DESIGNFEASIBILITY						
CSI#	DESCRIPTION	QTY	UNIT	UN	IIT COST		TOTAL
	EXISTING CONDITIONS						
	Site Demolition & Clearing Demolition at Existing Exterior Wall	20,000 6,267		\$ \$	1.25 4.38	\$ \$	25,000 27,418
	TOTAL EXISTING CONDITIONS					\$	52,41
03	<u>CONCRETE</u>						
	Continuous Footing Spot Footing	-	CY CY	\$ \$	468.75 493.75		53,90 49,37
	Foundation Wall	3,102		\$ \$	493.75		135,72
	Slab On Grade	13,379	SF	\$	4.69	\$	62,71
	Topping Slab	13,763	SF	\$	4.81	\$	66,23
	TOTAL CONCRETE					\$	367,95
	MASONRY Exterior CMU Walls	15,511	SE.	\$	22.50	\$	348,99
	Interior CMU Walls	20,357		э \$	22.50	э \$	458,02
	Exterior Brick Veneer	15,511	SF	\$	30.00	\$	465,33
	TOTAL MASONRY					\$	1,272,34
	METALS						
	Floor Structural Steel (12 LB/SF) Roof Structural (9 LBS/SF)	165,156 123,867		\$ \$	2.88 2.88		474,82 356,11
	Metal Floor Deck	13,763		\$	3.94		54,19
	Metal Roof Deck	13,379	SF	\$	3.81	\$	51,00
	Metal Pan Stairs Freestanding Railing		SF LF	\$ \$	66.25 368.75		34,84 15,48
	Wall Railing		LF	э \$	118.75	э \$	4,75
	TOTAL METALS					\$	991,22
06	WOOD & PLASTICS						
	Carpentry Wood Plates & Blocking	27,142	SF	\$	0.44	\$	11,87
	Subtotal Carpentry		01	Ť	0.11	\$	11,87
	Millwork	00.000	05	¢	7 50	<b>^</b>	470 54
	Building Millwork Courts Millwork	23,802 3,340		\$ \$	7.50 15.00	\$ \$	178,51 50,10
	Subtotal Millwork	-,		Ť		\$	228,61
	TOTAL WOOD & PLASTICS					\$	240,49
	THERMAL & MOISTURE PROTECTION						
	Roof Membrane Rigid Roof Insulation	13,379 13,379		\$ \$	4.31 4.56	\$ \$	57,69 61,04
	Roof Weather Barrier	13,379		\$	4.06		54,35
	Roof Protection Board	13,379	SF	\$	2.19	\$	29,26
	Rigid Wall Insulation Weather Barrier	15,511 15,511		\$ \$	2.81 4.06	\$ \$	43,62
	Wall Batt Insulation	15,511		э \$	4.08		63,01 18,41
	Sound Batt	20,357	SF	\$	1.06	\$	21,62
	Soffit Metal Boof Can	1,450		\$ ¢	37.50		54,37
	Metal Roof Cap Flashing & Sheet Metal	873 1,745		\$ \$	16.19 8.13		14,12 14,17
	Fireproofing	27,142	SF	\$	2.49	\$	67,51
	Fire Stopping & Sealing	27,142		\$ \$	0.31		8,48 11 87
I	Caulking & Sealing	27,142	55	Ф	0.44	Ф	11,87

TOTAL THERMAL & MOISTURE PROTECTION         \$ 519,56           POORS & WINDOWS Interior & Exterior Clazing (3% of Exterior Wall SF) Exterior Clazing (3% of Exterior Wall SF)         27,142         SF         \$ 00,00         \$ 27,142         SF         \$ 00,00         \$ 27,142         SF         \$ 00,00         \$ 27,142         SF         \$ 50,00         \$ 101,77         \$ 50,00         \$ 101,77         \$ 301,00         \$ 301,00         \$ 301,00         \$ 301,00         \$ 301,00         \$ 301,00         \$ 301,00         \$ 935,99         \$ 935,99         \$ 101,78         \$ 5         3,56         \$ 72,55         \$ 031,3         3,11           Corrections Inmate Housing Ceiling         4,115         SF         \$ 0,31         \$ 3,11         \$ 50,00         \$ 144,22         \$ 5,55         \$ 6,25         \$ 17,56         \$ 16,62         \$ 2,75,0         \$ 144,22         \$ 5,65         \$ 72,57         \$ 16,42         \$ Corrections Inmate Housing Ceiling         4,415         \$ 5,75         \$ 6,25         \$ 17,56         \$ 77,26         \$ 5,75,5         \$ 16,42         \$ 2,50,05         \$ 8,75         \$ 16,42         \$ Corrections Inmate Housing Flooring <th>RCHI<sup>T</sup> TAGE 08 <u>1</u> 1 09 <u>1</u></th> <th>TECTAJC OF DESIGNFEASIBILITY DESCRIPTION TOTAL THERMAL &amp; MOISTURE PROTECTION DOORS &amp; WINDOWS Interior &amp; Exterior Doors Exterior Glazing (30% of Exterior Wall SF) Interior Glazing (5% of Interior Wall SF) Ballistic, Security Glazing Add (20% of Glazing) TOTAL DOORS &amp; WINDOWS FINISHES</th> <th>27,142 4,653 2,036</th> <th>SF SF SF</th> <th>\$ \$ \$</th> <th>JNIT COST 10.00 56.25</th> <th>\$</th> <th>519,593</th>	RCHI <sup>T</sup> TAGE 08 <u>1</u> 1 09 <u>1</u>	TECTAJC OF DESIGNFEASIBILITY DESCRIPTION TOTAL THERMAL & MOISTURE PROTECTION DOORS & WINDOWS Interior & Exterior Doors Exterior Glazing (30% of Exterior Wall SF) Interior Glazing (5% of Interior Wall SF) Ballistic, Security Glazing Add (20% of Glazing) TOTAL DOORS & WINDOWS FINISHES	27,142 4,653 2,036	SF SF SF	\$ \$ \$	JNIT COST 10.00 56.25	\$	519,593
H         DESCRIPTION         QTY         UNIT         UNIT COST         TOTAL           TOTAL THERMAL & MOISTURE PROTECTION         \$         \$ 519,50         \$         \$ 519,50           B         DOCRS & WINDOWS         27,142         \$F         \$         10,00         \$ 271,42           Exterior Clazing (5% of Interior Wall SF)         4,653         \$F         \$         50,00         \$         10,17           Ballistic, Security Gazing Add (20% of Clazing)         1,338         \$F         \$         225,00         \$         935,91           J9         FINISHES         10,078         \$F         \$         3,56         \$         72,57         \$         164,0718         \$F         \$         3,56         \$         72,57         \$         164,225         \$         72,57         \$         10,718         \$F         \$         3,36         \$         3,31,11         \$         \$         3,31,11         \$         \$         164,225         \$         7,7,42         \$F         \$         0,31         \$         3,111         \$         \$         164,325         \$         7,51         \$         164,255         \$         7,72,50         \$         164,255         \$         7,72,55	08 <u> </u> 08 <u> </u> 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	DESCRIPTION TOTAL THERMAL & MOISTURE PROTECTION DOORS & WINDOWS Interior & Exterior Doors Exterior Glazing (30% of Exterior Wall SF) Interior Glazing (5% of Interior Wall SF) Ballistic, Security Glazing Add (20% of Glazing) TOTAL DOORS & WINDOWS FINISHES	27,142 4,653 2,036	SF SF SF	\$ \$ \$	10.00 56.25		519,593
TOTAL THERMAL & MOISTURE PROTECTION         \$ 519,55           POCRS & WINDOWS Interior & Exterior Doors Exterior Glazing (3% of Exterior Wall SF) Interior Glazing (3% of Exterior Wall SF)         27,142 (.653 SF         SF         50,000 (S 225,000)         27,142 (.653 SF         SF         50,000 (S 201,000)         27,142 (.653 SF         SF         50,000 (S 201,000)         27,142 (S 201,000)         SF         50,000 (S 201,000)         101,77 (S 201,000)         SF         50,000         S 311,000         S 311,000         S 310,000         S 3	08 <u> </u>       	TOTAL THERMAL & MOISTURE PROTECTION DOORS & WINDOWS Interior & Exterior Doors Exterior Glazing (30% of Exterior Wall SF) Interior Glazing (5% of Interior Wall SF) Ballistic, Security Glazing Add (20% of Glazing) TOTAL DOORS & WINDOWS FINISHES	27,142 4,653 2,036	SF SF SF	\$ \$ \$	10.00 56.25		519,593
Bit Notice         Course & WinDows         Z7,142         SF         \$         10,00         \$         271,42         SF         \$         56,25         261,71           Ballistic, Security Clazing Add (20% of Glazing)         1,338         SF         \$         20,36         SF         \$         50,00         \$         101,77           Ballistic, Security Clazing Add (20% of Glazing)         1,338         SF         \$         20,357         SF         \$         3,356         \$         935,64           10         TOTAL DOORS & WINDOWS         20,357         SF         \$         3,366         \$         72,55         \$         936,64           10         Transition Fraining         20,357         SF         \$         3,360         \$         936,64           10,778         Sp Wallboard         4,017         SF         \$         0,31         \$         3,110           Corrections Inmate Housing Celling         2,415         SF         \$         6,225         \$         77,22         S         \$	09 <u> </u>	DOORS & WINDOWS Interior & Exterior Doors Exterior Glazing (30% of Exterior Wall SF) Interior Glazing (5% of Interior Wall SF) Ballistic, Security Glazing Add (20% of Glazing) TOTAL DOORS & WINDOWS FINISHES	4,653 2,036	SF SF	\$ \$	56.25		
Interior & Exterior Doors         27.142         SF         S         0.00         S         2.71.42           Exterior Glazing (3% of Exterior Wall SF)         4.663         SF         \$         56.265         261.77.           Interior Clazing (3% of Interior Wall SF)         1,338         SF         \$         20.36         SF         \$         50.00         \$         101.77.           Ballistic, Security Glazing Add (20% of Glazing)         1,338         SF         \$         225.00         \$         301.00           9         FINISHES         1         1,338         SF         \$         2.25.00         \$         39.56.6           Corrections Inmate Housing Celling         40.713         SF         \$         0.31         \$         3.16           Corrections Support/Kitchen Ceiling         4.115         SF         \$         6.25         \$         7.7.2           Corrections Support/Kitchen Flooring         4.340         SF         \$         15.63         \$         77.22           Courts Celling         0.340         SF         \$         15.63         \$         77.22           Courts Coling         4.345         SF         \$         15.63         \$         77.22	09 <u> </u>	Interior & Exterior Doors Exterior Glazing (30% of Exterior Wall SF) Interior Glazing (5% of Interior Wall SF) Ballistic, Security Glazing Add (20% of Glazing) TOTAL DOORS & WINDOWS FINISHES	4,653 2,036	SF SF	\$ \$	56.25	\$	
Exterior Glazing (30% of Exterior Wall SF)         4.663 SF         \$ 56.25         \$ 2261.7           Ballistic, Security Glazing (3% of Interior Wall SF)         2.068 SF         \$ 50.00         \$ 301.00           TOTAL DOORS & WINDOWS         1.338 SF         \$ 225.00         \$ 301.00           PINISHES         2.036 SF         \$ .0261.7         \$ .0261.7           Opp Wallboard         20.357 SF         \$ .0.31         \$ .0.36           Abuse Resist. Gyp Wallboard Add         10.178 SF         \$ .0.31         \$ .0.31           Corrections Inmate Housing Ceiling         4.380 SF         \$ .0.31         \$ .0.31           Corrections Support/Kitchen Ceiling         4.380 SF         \$ .0.55         \$ .0.55           Corrections Inmate Housing Cloining         2.415 SF         \$ .0.52         \$ .7.7.2           Corrections Support/Kitchen Flooring         4.340 SF         \$ .0.57         \$ .0.57           Corrections Support/Kitchen Flooring         4.345 SF         \$ .0.57         \$ .0.57           Corrections Support/Kitchen Flooring         4.945 SF         \$ .0.57         \$ .0.57           Corrections Programming Flooring         2.340 SF         \$ .0.57         \$ .0.57           Corrections Programming Flooring         2.340 SF         \$ .0.57         \$ .0.57	1         	Exterior Glazing (30% of Exterior Wall SF) Interior Glazing (5% of Interior Wall SF) Ballistic, Security Glazing Add (20% of Glazing) TOTAL DOORS & WINDOWS FINISHES	4,653 2,036	SF SF	\$ \$	56.25	-	271,42
Interior Glazing (5% of Interior Wall SF)         2.036         SF         \$         50.00         \$         11.70           Ballistic, Security Glazing Add (20% of Glazing)         1.338         SF         \$         225.00         \$         301.00           TOTAL DOORS & WINDOWS         1.338         SF         \$         225.00         \$         301.00           Interior Partition Framing Cyp. Wallboard         20.357         SF         \$         3.66         \$         72.52           Corrections Inmate Housing Ceiling Corrections Support/Kitchen Ceiling         4.380         SF         \$         37.50         \$         164.22           Corrections Inmate Housing Ceiling         4.380         SF         \$         3.75         \$         164.22           Corrections Inmate Housing Ceiling         4.340         SF         \$         2.55         \$         17.56           Course Ceiling         2.434         SF         \$         6.55         \$         15.63         \$         77.25           Course Ceiling         2.434         SF         \$         15.63         \$         77.25         \$         16.42           Course Ceiling         2.494         SF         \$         3.55         \$         2.85 <td>)9 <u> </u></td> <td>Interior Glazing (5% of Interior Wall SF) Ballistic, Security Glazing Add (20% of Glazing) TOTAL DOORS &amp; WINDOWS FINISHES</td> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td>261,74</td>	)9 <u> </u>	Interior Glazing (5% of Interior Wall SF) Ballistic, Security Glazing Add (20% of Glazing) TOTAL DOORS & WINDOWS FINISHES			\$		\$	261,74
TOTAL DOORS & WINDOWS         \$ 935,94           PINISHES         20,357 SF         \$ 3.56         \$ 72,55           Gyp, Wallboard         40,713 SF         \$ 2,357         \$ 2,350         \$ 336,64           Corrections Inmate Housing Ceiling         4,380 SF         \$ 37,50         \$ 164,22         \$ 164,22           Corrections Support/Kitchen Ceiling         4,315 SF         \$ 6,25         \$ 17,56         \$ 6,25         \$ 17,56           Corrections Inmate Housing Ceiling         4,340 SF         \$ 0,31         \$ 6,25         \$ 17,56         \$ 6,25         \$ 17,56           Corrections Inmate Housing Flooring         4,340 SF         \$ 2,500         \$ 6,85,65         \$ 6,85,65         \$ 6,85,65         \$ 6,85,65         \$ 6,85,65         \$ 6,85,65         \$ 6,85,65         \$ 6,85,65         \$ 6,85,55         \$ 6,25,55         \$ 17,56,55         \$ 6,62,55         \$ 17,56,55         \$ 6,42,25         \$ 17,56,55         \$ 6,62,55         \$ 17,56,55         \$ 6,62,55         \$ 17,56,55         \$ 6,62,55         \$ 17,56,55         \$ 6,62,55         \$ 17,56,55         \$ 6,62,55         \$ 17,56,55         \$ 6,62,55         \$ 17,56,55         \$ 6,25,55         \$ 12,50,55         \$ 12,50,55         \$ 14,22,20,20,25         \$ 14,22,20,20,25         \$ 12,80,20,20,27,35,55         \$ 10,17,65         \$ 10,17,65 <td>)9 <u> </u></td> <td>TOTAL DOORS &amp; WINDOWS</td> <td>1,338</td> <td>SF</td> <td>¢.</td> <td>50.00</td> <td>\$</td> <td>101,78</td>	)9 <u> </u>	TOTAL DOORS & WINDOWS	1,338	SF	¢.	50.00	\$	101,78
PINSHES Interior Partition Framing Gyp, Wallboard Abuse Resist. Gyp Wallboard Add         20,357 40,713 5         SF 5         \$ 3,56         \$ 5         72,52 3           Corrections Inmate Housing Celling Corrections Support/Kitchen Celling Admin Space Celling Corrections Programming Celling Corrections Inmate Housing Flooring Corrections Inmate Housing Flooring Corrections Support/Kitchen Flooring Corrections Support/Kitchen Flooring Corrections Support/Kitchen Flooring Corrections Support/Kitchen Flooring Corrections Programming Flooring Courts Flooring Base Paint Herier Masonry Wallboard Paint Interior Masonry Wall Finishes         \$ 10 5 27,142         \$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	Ī	FINISHES			\$	225.00	\$	301,00
Interior Partition Framing         20,357         SF         \$ 3.66         \$ 72.53           Gyp, Walliboard         40,713         SF         \$ 2.30         \$ 39.66           Abuse Resist. Gyp Walliboard Add         10,178         SF         \$ 0.31         \$ 3.16           Corrections Immate Housing Ceiling         4,185         SF         \$ 6.25         \$ 17.56           Corrections Programming Ceiling         4,415         SF         \$ 6.25         \$ 17.56           Corrections Programming Ceiling         4,340         SF         \$ 16.63         \$ 77.26           Corrections Programming Ceiling         4,340         SF         \$ 15.63         \$ 77.27           Courts Ceiling         2,815         SF         \$ 16.63         \$ 77.27           Courts Ceiling         2,815         SF         \$ 16.63         \$ 77.27           Corrections Immate Housing Flooring         4,115         SF         \$ 16.63         \$ 77.27           Corrections Programming Flooring         2,815         SF         \$ 16.42         \$ 20.27           Corrections Programming Flooring         2,815         S         8.75         \$ 29.22           Raised Access Flooring at Courtroom         790         SF         \$ 10.87         \$ 24.94 <td< td=""><td>Ī</td><td></td><td></td><td></td><td></td><td></td><td>\$</td><td>935,95</td></td<>	Ī						\$	935,95
Interior Partition Framing         20,357         SF         \$ 3.66         \$ 72.53           Gyp, Walliboard         40,713         SF         \$ 2.30         \$ 39.66           Abuse Resist. Gyp Walliboard Add         10,178         SF         \$ 0.31         \$ 3.16           Corrections Immate Housing Ceiling         4,185         SF         \$ 6.25         \$ 17.56           Corrections Programming Ceiling         4,415         SF         \$ 6.25         \$ 17.56           Corrections Programming Ceiling         4,340         SF         \$ 16.63         \$ 77.26           Corrections Programming Ceiling         4,340         SF         \$ 15.63         \$ 77.27           Courts Ceiling         2,815         SF         \$ 16.63         \$ 77.27           Courts Ceiling         2,815         SF         \$ 16.63         \$ 77.27           Corrections Immate Housing Flooring         4,115         SF         \$ 16.63         \$ 77.27           Corrections Programming Flooring         2,815         SF         \$ 16.42         \$ 20.27           Corrections Programming Flooring         2,815         S         8.75         \$ 29.22           Raised Access Flooring at Courtroom         790         SF         \$ 10.87         \$ 24.94 <td< td=""><td>Ī</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>	Ī							
Gyp, Wallboard       40,713       SF       \$       2.30       \$       93.64         Abuse Resist. Gyp Wallboard Add       10,178       SF       \$       0.31       \$       3.18         Corrections Inmate Housing Ceiling       4,380       SF       \$       0.31       \$       3.18         Corrections Support/Kitchen Ceiling       4,115       SF       \$       6.25       \$       2.57         Admin Space Ceiling       2,815       SF       \$       6.25       \$       7.75         Corrections Inmate Housing Flooring       4,340       SF       \$       2.500       \$       83.50         Corrections Inmate Housing Flooring       4,340       SF       \$       2.615       SF       \$       6.625       \$       7.75       \$       16.42         Corrections Inmate Housing Flooring       4,340       SF       \$       2.625       \$       7.75       \$       6.642       \$       \$       7.64       \$       6.642       \$       \$       7.64       \$       \$       2.65       \$       7.75       \$       6.07       \$       \$       2.75       \$       8.75       \$       2.92.0       \$       7.87       \$       1.06			20,357	SF	\$	3.56	\$	72,52
Abuse Resist. Gyp Wallboard Add         10,178         SF         \$         0.31         \$         3,16           Corrections Inmate Housing Ceiling Corrections Support/Kitchen Ceiling Admin Space Ceiling         4,380         SF         \$         0.31         \$         164,22           Corrections Support/Kitchen Ceiling Corrections Programming Ceiling         4,380         SF         \$         6,225         \$         25,77           Admin Space Ceiling Corrections Inmate Housing Flooring         4,945         SF         \$         164,22         \$         77,22         3,363         \$         77,22         3,563         \$         77,22         \$         164,22         \$         78,353         \$         77,22         \$         78,353         \$         164,22         \$         77,23         \$         3,363         \$         77,22         \$         77,25         \$         7,375         \$         3,350         \$         77,22         \$         7,375         \$         3,350         \$         7,22         \$         7,72         \$         \$         3,350         \$         7,22         \$         7,72         \$         \$         7,72         \$         \$         7,72         \$         \$         7,72         \$         <		Gyp. Wallboard						93,64
Corrections Support/Kitchen Ceiling         4.115         SF         \$         6.25         \$         2.77           Admin Space Ceiling         2.815         SF         \$         6.25         \$         77.24           Corrections Programming Ceiling         3.340         SF         \$         2.60         \$         8.357           Corrections Inmate Housing Flooring         3.340         SF         \$         3.563         \$         77.24           Corrections Support/Kitchen Flooring         4.415         SF         \$         1.563         \$         77.24           Corrections Programming Flooring         2.815         SF         \$         0.575         \$         4.423           Corrections Programming Flooring         2.815         SF         \$         0.75         \$         4.322           Courts Flooring         2.815         SF         \$         0.75         \$         4.322           Courts Flooring         4.947         SF         \$         0.75         \$         4.322           Courts Flooring         4.071         LF         \$         4.77         \$         9.76           Base         4.071         LF         \$         4.07         \$         1.								3,18
Admin Space Ceiling       2,815 SF       \$       6.25       \$       17,55         Corrections Programming Ceiling       4,945 SF       \$       15,63       \$       77,20         Courts Ceiling       3,340 SF       \$       2,815 SF       \$       15,63       \$       77,20         Courts Ceiling       4,380 SF       \$       3,340 SF       \$       3,351       \$       16,42         Corrections Support/Kitchen Flooring       4,115 SF       \$       15,63       \$       64,22         Admin Space Flooring       4,145 SF       \$       16,64,22       \$       17,55       \$       43,20       \$       17,55       \$       16,422       \$       17,55       \$       16,422       \$       17,55       \$       16,422       \$       17,55       \$       16,422       \$       17,55       \$       16,422       \$       17,55       \$       16,422       \$       17,55       \$       16,25       \$       16,25       \$       17,55       \$       16,25       \$       16,25       \$       17,55       \$       16,25       \$       17,55       \$       10,25       \$       16,37       \$       10,176       \$       10,176       \$			4,380	SF	\$	37.50	\$	164,25
Admin Space Ceiling       2.815 SF       \$       6.25       \$       17.55         Corrections Programming Ceiling       3.340 SF       \$       2.815 SF       \$       6.26       \$       17.22         Courts Ceiling       3.340 SF       \$       2.815 SF       \$       15.63       \$       77.22         Courts Ceiling       4.380 SF       \$       3.375       \$       16.42       \$       3.340 SF       \$       15.63       \$       6.422       \$       17.55       \$       16.42       \$       17.55       \$       16.42       \$       17.55       \$       16.42       \$       17.55       \$       16.42       \$       17.55       \$       16.42       \$       17.55       \$       16.42       \$       17.55       \$       16.42       \$       17.55       \$       16.42       \$       17.55       \$       16.42       \$       17.55       \$       16.42       \$       17.55       \$       16.42       \$       17.55       \$       16.42       \$       17.55       \$       16.42       \$       17.55       \$       16.25       \$       17.55       \$       16.25       \$       17.85       \$       17.85       \$ </td <td>(</td> <td>Corrections Support/Kitchen Ceiling</td> <td>4,115</td> <td>SF</td> <td></td> <td>6.25</td> <td>\$</td> <td>25,71</td>	(	Corrections Support/Kitchen Ceiling	4,115	SF		6.25	\$	25,71
Courts Ceiling         3,340 SF         \$ 25,00         \$ 83,65           Corrections Immate Housing Flooring         4,380 SF         \$ 3,75         \$ 16,42           Corrections Support/Kitchen Flooring         4,115 SF         \$ 6,25         \$ 17,55           Corrections Support/Kitchen Flooring         4,115 SF         \$ 6,25         \$ 17,55           Corrections Support/Kitchen Flooring         4,145 SF         \$ 6,25         \$ 17,55           Courts Flooring         4,345 SF         \$ 6,25         \$ 17,55           Courts Flooring at Courtroom         790 SF         \$ 24,94         \$ 19,70           Base         4,071 LF         \$ 4,38         \$ 17,8°           Paint Horior Masonry         20,357 SF         \$ 10.05         \$ 21,88           Wall Finishes         27,142 SF         \$ 10.8         \$ 21,88           Multi Finishes         27,142 SF         \$ 10.76         \$ 101,76           SPECIALTIES         27,142 SF         \$ 10.76         \$ 101,76           Building Specialties         27,142 SF         \$ 256,25         \$ 552,2°           TOTAL SPECIALTIES         2,155 SF         \$ 256,25         \$ 552,2°           It EQUIPMENT         2,327 SF         \$ 10,76         \$ 36,33           Itamdry Equipme	/	Admin Space Ceiling	2,815	SF				17,59
Corrections Inmate Housing Flooring         4,380         SF         \$         3.75         \$         16,42           Corrections Support/Kitchen Flooring         4,115         SF         \$         15,63         \$         64,22           Admin Space Flooring         2,815         SF         \$         8.75         \$         43,22           Courts Flooring         4,945         SF         \$         8.75         \$         29,22           Raised Access Flooring at Courtroom         790         SF         \$         8.75         \$         29,22           Base         4,071         LF         \$         4.380         SF         \$         8.75         \$         29,22           Base         4,071         LF         \$         4.38         \$         17,87           Paint Interior Masonry         20,357         SF         \$         1.06         \$         21,88           Wall Finishes         61,070         SF         \$         3.75         \$         29,07           TOTAL FINISHES         9         8         27,142         SF         \$         3.75         \$         101,76           Building Specialties         27,142         SF         \$								77,26
Corrections Support/Kitchen Flooring         4.115         SF         \$         15.63         \$         64.22           Admin Space Flooring         2.815         SF         \$         6.25         \$         17.53           Corrections Programming Flooring         4.945         SF         \$         6.25         \$         17.53           Courts Flooring         3.340         SF         \$         8.75         \$         2.92           Raised Access Flooring at Courtroom         790         SF         \$         24.94         \$         19.70           Base         4.071         LF         \$         4.38         \$         17.87           Paint Interior Masonry         20.357         SF         \$         1.06         \$         21.86           Vall Finishes         61.070         SF         \$         3.75         \$         22.90           TOTAL FINISHES         27.142         SF         \$         3.75         \$         29.96           Building Specialties         27.142         SF         \$         3.75         \$         101.76           TOTAL SPECIALTIES         21.55         SF         \$         256.25         \$         552.27								83,50
Admin Space Flooring       2.815       SF       \$       6.25       \$       17,55         Corrections Programming Flooring       3.340       SF       \$       8.75       \$       4.32         Courts Flooring       3.340       SF       \$       8.75       \$       4.32         Raised Access Flooring at Courtroom       790       SF       \$       24.94       \$       19,70         Base       4.071       LF       \$       4.38       \$       17,87         Paint Organity       20,357       SF       \$       1.06       \$       21,86         Paint Interior Masonry       20,357       SF       \$       1.08       \$       21,86         Wall Finishes       700       SF       \$       3.75       \$       22,90       \$         TOTAL FINISHES       27,142       SF       \$       3.75       \$       21,86         Building SpecialTiES       27,142       SF       \$       3.75       \$       101,76         TOTAL SPECIALTIES       21,155       SF       \$       25,62,5       \$       55,2,27         Itachory Equipment       2,155       SF       \$       21,500,00       \$       12,56								
Corrections Programming Flooring Courts Flooring Raised Access Flooring at Courtroom       4,945       SF       \$       8.75       \$       43,24         Base Paint Gyp. Wallboard Paint Interior Masonry       4,071       LF       \$       4.38       \$       17,87         Wall Finishes       20,357       SF       \$       1.06       \$       21,88         Wall Finishes       20,357       SF       \$       1.06       \$       21,88         Wall Finishes       20,357       SF       \$       3.75       \$       22,90°         TOTAL FINISHES       27,142       SF       \$       3.75       \$       229,0°         TOTAL SPECIALTIES       27,142       SF       \$       3.75       \$       21,07         Base       27,142       SF       \$       3.75       \$       101,76         It       EQUIPMENT (Kitchen Equipment Laundry Equipment       2,155       SF       \$       256,25       \$       552,2°         It       EQUIPMENT (Kitchen Equipment       2,327       SF       \$       101,76       \$       36,36         It       EQUIPMENT (EQUIPMENT       2,327       SF       \$       105,76       \$       36,36         It <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>								
Courts Flooring       3,340 SF       \$ 8,75       \$ 29,22         Raised Access Flooring at Courtroom       790 SF       \$ 24,94       \$ 19,70         Base       4,071 LF       \$ 4.38       \$ 1,78         Paint Gyp. Wallboard       40,713 SF       \$ 1.05       \$ 21,88         Paint Interior Masonry       20,357 SF       \$ 1.06       \$ 22,90         TOTAL FINISHES       27,142 SF       \$ 3.75       \$ 996,88         IO       SPECIALTIES       27,142 SF       \$ 3.75       \$ 101,76         Building Specialties       27,142 SF       \$ 226,25       \$ 552,27         TOTAL SPECIALTIES       2,155 SF       \$ 226,25       \$ 552,27         Building Specialties       2,155 SF       \$ 256,25       \$ 552,27         TOTAL EQUIPMENT       2,155 SF       \$ 256,25       \$ 552,27         ILaundry Equipment       2,155 SF       \$ 256,25       \$ 552,27         ILaundry Equipment       2,327 SF       \$ 15,63       \$ 36,33         IO       SPECIAL CONSTRUCTION       \$ 36,33       \$ 36,33         IO       SPECIAL CONSTRUCTION       \$ 15,63       \$ 36,33         IO       SPECIAL CONSTRUCTION       \$ 118,750,00       \$ 118,75         IO       S 118,750,00 </td <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>								
Raised Access Flooring at Courtroom       790 SF       \$ 24.94       \$ 19,70         Base       4.071 LF       \$ 4.38       \$ 17,87         Paint Gyp. Wallboard       20,357 SF       \$ 1.08       \$ 21,88         Paint Interior Masonry       20,357 SF       \$ 1.08       \$ 229,07         TOTAL FINISHES       27,142 SF       \$ 3.75       \$ 996,88         I0       SPECIALTIES       27,142 SF       \$ 3.75       \$ 101,76         Building Specialties       27,142 SF       \$ 256.25       \$ 552,27         TOTAL SPECIALTIES       2,155 SF       \$ 256.25       \$ 552,27         I1       EQUIPMENT       Allow       \$ 12,500.00       \$ 12,500.00         Youndow Coverings       2,327 SF       \$ 15.63       \$ 36,33         IV       FURNISHINGS       2,327 SF       \$ 15.63       \$ 36,33         I3       SPECIAL CONSTRUCTION       \$ 18,750.00       \$ 118,750.00       \$ 118,750.00         I4       CONVEYING SYSTEMS       Passenger Elevator - 3 Stop       1 EA       \$ 118,750.00       \$ 118,750.00								
Paint Gyp. Wallboard       40,713       SF       \$       1.05         Paint Interior Masonry       20,357       SF       \$       1.08       \$       21,88         Wall Finishes       61,070       SF       \$       3.75       \$       229,07         TOTAL FINISHES       27,142       SF       \$       3.75       \$       996,88         IO       SPECIALTIES       27,142       SF       \$       3.75       \$       101,76         Building Specialties       27,142       SF       \$       3.75       \$       101,76         TOTAL SPECIALTIES       27,142       SF       \$       2.55,27       \$       101,76         II       EQUIPMENT Kitchen Equipment Laundry Equipment       2,155       SF       \$       2256,25       \$       5552,27         II       FURNISHINGS       2,327       SF       \$       12,500,00       \$       12,56         III       FURNISHINGS       2,327       SF       \$       15,63       \$       36,36         III       FURNISHINGS       2,327       SF       \$       15,63       \$       36,36         III       SPECIAL CONSTRUCTION       I       I       I			,					29,22 19,70
Paint Gyp. Wallboard       40,713       SF       \$       1.05         Paint Interior Masonry       20,357       SF       \$       1.08       \$       21,88         Wall Finishes       61,070       SF       \$       3.75       \$       229,07         TOTAL FINISHES       27,142       SF       \$       3.75       \$       996,88         IO       SPECIALTIES       27,142       SF       \$       3.75       \$       101,76         Building Specialties       27,142       SF       \$       3.75       \$       101,76         TOTAL SPECIALTIES       27,142       SF       \$       2.55,27       \$       101,76         II       EQUIPMENT Kitchen Equipment Laundry Equipment       2,155       SF       \$       2256,25       \$       5552,27         II       FURNISHINGS       2,327       SF       \$       12,500,00       \$       12,56         III       FURNISHINGS       2,327       SF       \$       15,63       \$       36,36         III       FURNISHINGS       2,327       SF       \$       15,63       \$       36,36         III       SPECIAL CONSTRUCTION       I       I       I	ſ	Base	4.071	LF	\$	4.38	\$	17.81
Paint Interior Masonry       20,357       SF       \$       1.08       \$       21,86         Wall Finishes       61,070       SF       \$       3.75       \$       996,86         10       SPECIALTIES Building Specialties       27,142       SF       \$       3.75       \$       101,76         TOTAL SPECIALTIES       27,142       SF       \$       3.75       \$       101,76         I1       EQUIPMENT Laundry Equipment Laundry Equipment       2,155       SF       \$       256.25       \$       552,27         I2       FURNISHINGS Window Coverings       2,327       SF       \$       12,500.00       \$       564,77         I2       FURNISHINGS Window Coverings       2,327       SF       \$       15.63       \$       36,36         I3       SPECIAL CONSTRUCTION TOTAL SPECIAL CONSTRUCTION       2,327       SF       \$       15.63       \$       36,36         I4       CONVEYING SYSTEMS Passenger Elevator - 3 Stop       1       EA       \$       118,750.00       \$       118,76			· · · ·				Ť	,
Wall Finishes61,070SF\$3.75\$229,07TOTAL FINISHES27,142SF\$3.75\$996,88J0SPECIALTIES27,142SF\$3.75\$101,78Building Specialties27,142SF\$3.75\$101,78TOTAL SPECIALTIES27,142SF\$3.75\$101,78I1EQUIPMENT Kitchen Equipment Laundry Equipment TOTAL EQUIPMENT2,155SF 1\$226,25\$552,27I2FURNISHINGS Window Coverings TOTAL FURNISHINGS2,327SF\$256,25\$564,77I2FURNISHINGS Window Coverings TOTAL FURNISHINGS2,327SF\$15,63\$36,38I3SPECIAL CONSTRUCTION TOTAL SPECIAL CONSTRUCTION Passenger Elevator - 3 Stop1EA\$118,750,00\$118,75						1.08	\$	21,88
I0SPECIALTIES Building Specialties27,142SF\$3.75\$101,7611EQUIPMENT Kitchen Equipment Laundry Equipment TOTAL EQUIPMENT2,155SF\$2256.25\$552,22'1Allow2,155SF\$2256.25\$552,22'\$552,22'1Allow2,327SF\$12,500.00\$\$564,7'12FURNISHINGS Window Coverings TOTAL FURNISHINGS2,327SF\$15.63\$36,32'13SPECIAL CONSTRUCTION TOTAL SPECIAL CONSTRUCTION5118,750.00\$118,750.00\$118,750.00						3.75	\$	229,01
Building Specialties27,142 SF\$ 3.75\$ 101,76TOTAL SPECIALTIES2,155 SF2,155 SF\$ 256.25\$ 552,2'1 Allow2,155 SF\$ 12,500.00\$ 564,7'1 Allow2,327 SF\$ 15.63\$ 36,361 FURNISHINGS2,327 SF\$ 15.63\$ 36,361 SPECIAL CONSTRUCTION TOTAL SPECIAL CONSTRUCTION TOTAL SPECIAL CONSTRUCTION1 EA\$ 118,750.0014CONVEYING SYSTEMS Passenger Elevator - 3 Stop1 EA\$ 118,750.00\$ 118,750.00		TOTAL FINISHES					\$	996,88
TOTAL SPECIALTIES\$ 101,78I1EQUIPMENT Kitchen Equipment Laundry Equipment TOTAL EQUIPMENT2,155 SF 1 Allow\$ 256,25 \$ 12,500.00\$ 552,27 \$ 12,500.00I2FURNISHINGS Window Coverings TOTAL FURNISHINGS2,327 SF\$ 15,63 \$ 15,63\$ 36,38 \$ 36,38 \$ 36,38I3SPECIAL CONSTRUCTION TOTAL SPECIAL CONSTRUCTION Passenger Elevator - 3 Stop1 EA\$ 118,750.00\$ 118,75	10	SPECIALTIES						
I1EQUIPMENT Kitchen Equipment Laundry Equipment TOTAL EQUIPMENT2,155 SF 1 Allow\$256.25 \$\$552.22 1 2,500.00I2FURNISHINGS Window Coverings TOTAL FURNISHINGS2,327 SF\$12.503\$36,35I3SPECIAL CONSTRUCTION TOTAL SPECIAL CONSTRUCTION Passenger Elevator - 3 Stop1EA\$118,750.00\$118,75	E	Building Specialties	27,142	SF	\$	3.75	\$	101,78
Kitchen Equipment Laundry Equipment2,155 SF 1 Allow\$ 256.25 1 2,500.00\$ 552,2' 1 2,500.0012TOTAL EQUIPMENT\$ 12,500.00\$ 12,5012FURNISHINGS Window Coverings TOTAL FURNISHINGS2,327 SF\$ 15.63\$ 36,3513SPECIAL CONSTRUCTION TOTAL SPECIAL CONSTRUCTION\$ 16,35\$ 36,3514CONVEYING SYSTEMS Passenger Elevator - 3 Stop1 EA\$ 118,750.00\$ 118,75		TOTAL SPECIALTIES					\$	101,78
Kitchen Equipment Laundry Equipment2,155 SF 1 Allow\$ 256.25 1 2,500.00\$ 552,2' 1 2,500.0012TOTAL EQUIPMENT\$ 12,500.00\$ 12,5012FURNISHINGS Window Coverings TOTAL FURNISHINGS2,327 SF\$ 15.63\$ 36,3513SPECIAL CONSTRUCTION TOTAL SPECIAL CONSTRUCTION\$ 16,35\$ 36,3514CONVEYING SYSTEMS Passenger Elevator - 3 Stop1 EA\$ 118,750.00\$ 118,75		EQUIPMENT						
Laundry Equipment1 Allow\$ 12,500.00\$ 12,50TOTAL EQUIPMENT2,327 SF\$ 15.63\$ 564,74PURNISHINGS2,327 SF\$ 15.63\$ 36,35TOTAL FURNISHINGS2,327 SF\$ 15.63\$ 36,35SPECIAL CONSTRUCTION\$ 9000000000000000000000000000000000000			2,155	SF	\$	256.25	\$	552,21
I2FURNISHINGS Window Coverings TOTAL FURNISHINGS2,327 SF\$ 15.63\$ 36,36I3SPECIAL CONSTRUCTION TOTAL SPECIAL CONSTRUCTION\$ 36,36\$ 36,36I4CONVEYING SYSTEMS Passenger Elevator - 3 Stop1 EA\$ 118,750.00\$ 118,75			1	Allow		12,500.00	\$	12,50
Window Coverings2,327 SF\$ 15.63\$ 36,35TOTAL FURNISHINGS2,327 SF\$ 15.63\$ 36,35I3SPECIAL CONSTRUCTION\$ 36,35TOTAL SPECIAL CONSTRUCTION\$ 36,35I4CONVEYING SYSTEMS Passenger Elevator - 3 Stop1 EA\$ 118,750.00\$ 118,75		TOTAL EQUIPMENT					\$	564,71
Window Coverings2,327 SF\$ 15.63\$ 36,35TOTAL FURNISHINGSTOTAL FURNISHINGS\$ 36,353SPECIAL CONSTRUCTION\$ 36,35TOTAL SPECIAL CONSTRUCTION\$ 36,354CONVEYING SYSTEMS Passenger Elevator - 3 Stop1 EA\$ 118,750.00\$ 118,75	2	FURNISHINGS						
13SPECIAL CONSTRUCTION TOTAL SPECIAL CONSTRUCTIONImage: special constructionImage: special construction14CONVEYING SYSTEMS Passenger Elevator - 3 Stop1 EA\$ 118,750.00\$ 118,750.00			2,327	SF	\$	15.63	\$	36,35
TOTAL SPECIAL CONSTRUCTION\$ -4CONVEYING SYSTEMS Passenger Elevator - 3 Stop1 EA\$ 118,750.00\$ 118,750.00		TOTAL FURNISHINGS					\$	36,35
TOTAL SPECIAL CONSTRUCTION\$ -I4CONVEYING SYSTEMS Passenger Elevator - 3 Stop1 EA\$ 118,750.00\$ 118,750.00	3	SPECIAL CONSTRUCTION						
Passenger Elevator - 3 Stop         1 EA         \$ 118,750.00         \$ 118,75	ľ						\$	-
Passenger Elevator - 3 Stop         1 EA         \$ 118,750.00         \$ 118,75	4	CONVEYING SYSTEMS						
			1	EA	\$	118,750.00	\$	118,75
	ľ				ľ	,		118,75

PROJ	ECT ESTIMATE CONSTRUCTION CONTRO	L CORPOR	ATION				1/7/2021
	CT NAMESAN JUAN COUNTY PUBLIC SAFETY ADDI	TION/REMOI	DEL	Α	DDITIONS		
	TONAJC				27,142	SF	
	OF DESIGNFEASIBILITY				,		
CSI#	DESCRIPTION	QTY	UNIT	U	NIT COST		TOTAL
	TOTAL FIRE SUPPRESSION					\$	118,746
	PLUMBING	/ /-					
		27,142	SF	\$	11.25	\$	305,348
	TOTAL PLUMBING					\$	305,348
	<u>HVAC</u> HVAC - AHU, VAV	27,142	SF	\$	56.25	\$	1,526,738
	TOTAL HVAC	,		ľ		\$	1,526,738
26	ELECTRICAL						
-	Service & Distribution	27,142	SF	\$	8.75	\$	237,493
	Power	27,142	SF	\$	7.50	\$	203,565
	Lighting	27,142	SF	\$	16.25	\$	441,058
	TOTAL ELECTRICAL					\$	882,115
27	COMMUNICATIONS	27,142	SF	\$	10.00	\$	271,420
28	ELECTRONIC SAFETY & SECURITY						
	Fire Alarm System	27,142	SF	\$	3.75	\$	101,783
	Security, Surveillance	27,142	SF	\$	11.25	\$	305,348
	TOTAL ELECTRONIC SAFETY & SECURITY					\$	407,130
31	EARTHWORK						
	Site Excavation Building Excavation	20,000 1,982		\$ ¢	2.50 8.75	\$ \$	50,000 17,343
	Backfill & Compaction	1,962		\$ \$	36.25	э \$	7,185
	Haul Off Excess	1,982	CY	\$	8.75	\$	17,343
	Site Grading	6,621		\$	0.99	\$	6,538
	Building Grading SWPPP	13,379	SF LS	\$ \$	0.74 12,500.00	\$	9,867 12,500
		I	10	φ	12,500.00	\$ \$	12,300 120,777
32						ľ	
	Outdoor Rec Yard	2,500	SF	\$	18.75	\$	46,875
	Misc. Site Improvements, Patching	15,879		\$	8.75	\$	138,941
	TOTAL EXTERIOR IMPROVEMENTS					\$	185,816
	SITE UTILITIES				10 500 05		10 505
	Water Line - Connect to Existing Fire Line		LS LS	\$ \$	12,500.00 37,500.00	\$ \$	12,500 37,500
	Sewer Line		LS	ъ \$	37,500.00	ъ \$	37,500
	Storm Drainage	20,000		\$	0.94	\$	18,750
	Gas Line - Connect to Existing	1	LS	\$	11,875.00	\$	11,875
	Communications - Connect to Existing	1	LS	\$	11,875.00	\$	11,875
	TOTAL SITE UTILITIES					\$	130,000

DCA	ECT NAMESAN JUAN COUNTY PUBLIC SAFETY ADDI TIONMONTICELLO, UT	TION/REMOD	EL	REMO	DEL AREAS		
-	ITECTAJC E OF DESIGNFEASIBILITY				15,491	SF	
SI #	DESCRIPTION	QTY	UNIT	UN	IT COST		TOTAL
	BUILDING COST SUMMARY						
02	EXISTING CONDITIONS			\$	3.13	\$	48,4
03	CONCRETE			\$	1.43	\$	22,1
04	MASONRY			\$	16.88	\$	261,4
05	METALS			\$	2.50	\$	38,7
06	WOODS & PLASTICS			\$	9.91	\$	153,5
07	THERMAL & MOISTURE PROTECTION			\$	2.78	\$	43,1
08	DOORS & WINDOWS			\$	22.19	\$	343,7
09	FINISHES			\$	38.50	\$	596,4
10	SPECIALTIES			\$	3.75	\$	58,0
11	EQUIPMENT			\$	-	\$	
12	FURNISHINGS			\$	0.81	\$	12,
13	SPECIAL CONSTRUCTION			\$	-	\$	
14	CONVEYING SYSTEMS			\$	6.05	\$	93,
21	FIRE SUPPRESSION			\$	4.38	\$	67,
22	PLUMBING			\$	13.13	\$	203,
23	HVAC			\$	58.13	\$	900,4
26	ELECTRICAL			\$	32.50	\$	503,4
27	COMMUNICATION			\$	10.00	\$	154,9
28	ELECTRONIC SAFETY & SECURITY			\$	15.00	\$	232,
31	EARTHWORK			\$	-	\$	
32	EXTERIOR IMPROVEMENTS			\$	-	\$	
33	UTILITIES			\$	-	\$	
	SUBTOTAL			\$	241.05	\$	3,734,
	GENERAL CONDITIONS	8%		\$	19.28	\$	298,
	BONDS & INSURANCE	2%		\$	5.21	\$	80,
	OVERHEAD & PROFIT	4%		\$	10.62	\$	164,
	DESIGN CONTINGENCY	15%		\$	36.16	\$	560,
	TOTAL CONSTRUCTION COST			\$	312.32	\$	4,838,1

PROJ	ECT ESTIMATE CONSTRUCTION CONTRO	L CORPORAT	ION			1/7/2021
	ECT NAMESAN JUAN COUNTY PUBLIC SAFETY ADDI	ITION/REMODE	LF		S	
	FIONADNTICELLO, UT			15,491	SF	
	E OF DESIGNFEASIBILITY					
CSI #	DESCRIPTION	QTY	UNIT	UNIT COST		TOTAL
02	EXISTING CONDITIONS					
	Interior Demolition	15,491 SI	F	\$ 3.13	\$	48,409
	TOTAL EXISTING CONDITIONS				\$	48,409
03	CONCRETE Concrete Slab Patching at Plumbing	1 AI	llow	\$ 12,500.00	¢	12,500
	Slab Patching, Level	15,491 SI		\$ 12,500.00 \$ 0.63	\$ \$	9,682
	TOTAL CONCRETE				\$	22,182
04	MASONRY					
	Interior Masonry Walls	11,618 SI	F	\$ 22.50	\$	261,411
	TOTAL MASONRY				\$	261,411
05	<u>METALS</u> Misc. Metals. Structural Modification	15.491 SI	F	\$ 2.50	\$	38,728
	TOTAL METALS	10,401 01	1	ψ 2.50	\$	38,728
00					Ť	00,120
06	WOOD & PLASTICS Carpentry					
	Wood Plates & Blocking Subtotal Carpentry	15,491 SI	F	\$ 0.44	\$ \$	6,777 <b>6,777</b>
	Millwork				Ť	0,111
	Building Millwork	15,491 SI		\$ 7.50	\$	116,183
	Courts Millwork Subtotal Millwork	2,040 SI	F	\$ 15.00	\$ <b>\$</b>	30,600 <b>146,783</b>
	TOTAL WOOD & PLASTICS				\$	153,560
07	THERMAL & MOISTURE PROTECTION					
	Sound Batt Fireproofing Repair	11,618 SI 15,491 SI		\$ 1.06 \$ 1.24		12,344 19,170
	Fire Stopping & Sealing	15,491 SI		\$ 0.31		4,841
	Caulking & Sealing	15,491 SI	F	\$ 0.44	\$	6,777
	TOTAL THERMAL & MOISTURE PROTECTION				\$	43,133
08	DOORS & WINDOWS Doors - Interior & Exterior	15,491 SI	-	¢ 10.00	¢	154 010
	Interior Glazing (5% of Interior Wall SF)	1,162 SI	F	\$ 10.00 \$ 50.00		154,910 58,091
	Ballistic, Security Glazing Add (50% of Glazing)	581 SI	F	\$ 225.00		130,705
	TOTAL DOORS & WINDOWS				\$	343,707
09	FINISHES Interior Partition Framing	11,618 SI	F	\$ 3.56	\$	41,390
	Gyp. Wallboard	23,237 SI	F	\$ 2.30		53,444
	Abuse Resistant Gyp. Wallboard Add	11,618 SI	F	\$ 0.31	\$	3,631
	Corrections Inmate Housing Ceiling	935 SI		\$ 37.50 \$ 27.50	\$	35,063
	Inmate Medical Ceiling Corrections Intake Ceiling	400 SI 4,220 SI		\$ 37.50 \$ 37.50		15,000 158,250
	Courts Ceiling	2,040 SI	F	\$ 25.00	\$	51,000
	Corrections Inmate Housing Flooring Inmate Medical Flooring	935 SI 400 SI		\$ 3.75 \$ 10.00		3,506 4,000
	Corrections Intake Floring	4,220 SI	F	\$ 3.75	\$	15,825
	Courts Flooring	2,040 SI	F	\$ 8.75	\$	17,850

		ON CONTROL CORPORA					1/7/20
	IECT NAMESAN JUAN COUNTY PUBLIC : TIONMONTICELLO, UT	SAFETY ADDITION/REMOD	EL	REM	ODEL AREAS	5	
RCF	HITECTAJC SE OF DESIGNFEASIBILITY				15,491	SF	
SI#	DESCRIPTION	QTY	UNIT	U	INIT COST		TOTAL
	Raised Access Flooring at Courtroom	790	SF	\$	24.94	\$	19,7
	Base	2,324	IF	\$	4.38	\$	10,1
	Paint Gyp. Wallboard	23,237		\$	1.05		24,3
	Paint Masonry Walls	11,618		\$	1.08		12,4
	Wall Finishes	34,855	SF	\$	3.75		130,7
	TOTAL FINISHES					\$	596,4
10	SPECIALTIES Building Specialties	15,491	QE	\$	3.75	\$	58,0
	TOTAL SPECIALTIES	10,491	01	φ	5.75	Ф \$	<b>58,0</b>
						Ψ	50,0
11	EQUIPMENT						
	TOTAL EQUIPMENT					\$	-
12	FURNISHINGS						
	Window Coverings	1 /	Allow	\$	12,500.00	\$	12,5
	TOTAL FURNISHINGS					\$	12,5
13	SPECIAL CONSTRUCTION						
	TOTAL SPECIAL CONSTRUCTION					\$	
14	CONVEYING SYSTEMS						
	Passenger Elevator - 2 Stop	1	EA	\$	93,750.00	\$	93,7
	TOTAL CONVEYING SYSTEMS					\$	93,7
21	FIRE SUPPRESSION	45 404	05	¢	4.00	¢	07 -
	Fire Suppression System	15,491	SF	\$	4.38	\$	67,7
	TOTAL FIRE SUPPRESSION					\$	67,7
22	PLUMBING Existing Plumbing Demolition	15,491	9E	¢	1.88	\$	29,0
	Building Plumbing	15,491		\$ \$	11.25	φ \$	174,2
	TOTAL PLUMBING					\$	203,3
23	HVAC						
20	Existing HVAC Demolition	15,491	SF	\$	1.88	\$	29,0
	HVAC - AHU, VAV	15,491	SF	\$	56.25	\$	871,3
	TOTAL HVAC					\$	900,4
26	ELECTRICAL						
	Electrical Demolition	15,491		\$	1.25	\$	19,3
	Service & Distribution	15,491		\$	7.50	\$	116,1
	Power	15,491		\$	7.50	\$	116,1
	Lighting	15,491	SF	\$	16.25	\$	251,7
	TOTAL ELECTRICAL					\$	503,4
27	COMMUNICATIONS	15,491	SF	\$	10.00	\$	154,9
28	ELECTRONIC SAFETY & SECURITY					1	

PROJ	ECT ESTIMATE CONSTRUCTION CONTRO	L CORPOR	ATION			1/7/2021
LOCA <sup>-</sup> ARCH	ECT NAMESAN JUAN COUNTY PUBLIC SAFETY ADDI FIONMONTICELLO, UT TECTAJC E OF DESIGNFEASIBILITY	TION/REMO	DEL	REMO	<b>DEL AREAS</b> 15,491	
CSI #	DESCRIPTION	QTY	UNIT	UN	IIT COST	TOTAL
	Fire Alarm System	15,491	SF	\$	3.75	\$ 58,091
	Security, Surveillance	15,491	SF	\$	11.25	\$ 174,274
	TOTAL ELECTRONIC SAFETY & SECURITY					\$ 232,365
31	<u>EARTHWORK</u>					
	TOTAL EARTHWORK					\$ -
32	EXTERIOR IMPROVEMENTS					
	TOTAL EXTERIOR IMPROVEMENTS					\$ -
33	SITE UTILITIES					
55						
I	TOTAL SITE UTILITIES					\$ -

ltem 13.





#### SAN JUAN COUNTY RESOLUTION NO. 2022 -

# RESOLUTION OF THE SAN JUAN COUNTY COMMISSION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS

**WHEREAS**, the residents of San Juan County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

**WHEREAS**, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

**WHEREAS**, San Juan County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

**WHEREAS**, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

**WHEREAS**, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

**WHEREAS**, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

**WHEREAS**, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

**WHEREAS**, the San Juan County appreciates the sacrifices of our United States Military Personnel and believes specific recognition should be granted;

**NOW THEREFORE, BE IT RESOLVED** that the Board of San Juan County Commissioners Designate San Juan County as a Green Light for Veterans county.

**RESOLVED**, with designation as a Green Light for Veterans County, San Juan County hereby declares from October through Veterans Day, November 11<sup>th</sup> 2022 a time to salute and honor

the service and sacrifice of our men and women in uniform transitioning from Active Service; therefore, be it further

**RESOLVED**, that in observance of Operation Green Light, San Juan County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

**PASSED, ADOPTED AND APPROVED** by the Board of San Juan County Commissioners this 4<sup>th</sup> day of October 2022 by the following vote:

Those voting Aye: Those voting Nay: Absent:

Board of San Juan County Commissioners

Willie Grayeyes, Chairman

Attest:

Lyman W. Duncan, County Clerk/Auditor

#### RESOLUTION OF APPOINTMENT OF A SAN JUAN COUNTY REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE FOR THE UTAH COUNTIES INDEMNITY POOL ANNUAL MEMBERSHIP MEETING

WHEREAS, the Governing Body of San Juan County, Utah, is the proper authority to appoint a qualified person to act as the official representative for San Juan County at the Utah Counties Indemnity Pool Membership Meeting to be held on November 16, 2022; and

WHEREAS, the Governing Body of San Juan County, Utah, has been informed that the Bylaws of the Utah Counties Indemnity Pool require that the official representative and an alternate representative for San Juan County must be an elected or appointed officer or employee of a Member and must be appointed by majority vote of the Governing Body of the Member to be the Member's official representative for the purposes of the Pool

NOW, THEREFORE, be it resolved that the Governing Body of San Juan County, Utah, hereby appoints \_\_\_\_\_\_\_ as the official San Juan County representative for the

Utah Counties Indemnity Pool Membership Meeting to be held on November 16, 2022, with

\_\_\_\_\_as an alternate representative.

RESOLVED ADOPTED AND ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

GOVERNING BODY SAN JUAN COUNTY, UTAH

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

A RESOLUTION OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS EXPRESSING OUR GRATITUDE AND APPRECIATION FOR THE STATE OF UTAH, BOTH FORMER AND CURRENT GOVERNOR HERBERT AND GOVERNOR COX, THE LIEUTENANT GOVERNOR DEIDRE HENDERSON, LARRY ECHO HAWK, REPRESENTATIVE PHIL LYMAN, THE NAVAJO NATION'S PRESIDENT NEZ, THE CHURCH OF JESUS CHRIST, THE CITY OF BLANDING, THE NAVAJO TRIBAL UTILITY AUTHORITY AND THE UTAH ASSOCIATED MUNICIPAL POWER SYSTEM AS WELL AS THE EFFORTS OF THOSE WESTWATER COMMUNITY MEMBERS IN ASSISTING WITH PROVIDING ELECTRICITY TO THE WESTWATER COMMUNITY

**WHEREAS**, in 2020 Special Counsel and Advisor to the Governor and Attorney General for Indian Affairs Larry Echo Hawk and Utah Representative Phil Lyman made the request to the State Legislature to begin funding for the Westwater projects.

**WHEREAS,** COVID restricted certain State budgets and funding was reduced but later again approved in 2021 and then again in 2022 from the State of Utah.

WHEREAS, that commitment of funding was also matched by the Navajo Nation, The Church of Jesus Christ of Latter-day Saints, the Utah Navajo Trust Fund and other non-profit organizations; and

**WHEREAS,** since that time, in a coordinated effort, all of these entities have come together in an effort to begin working on and providing the infrastructure, seeking additional funding and working to supply that infrastructure, first for electricity and then next for water to be installed; and

**WHEREAS**, these entities have dedicated personnel and focus to helping make this project come to fruition including the many workers on the ground who have dedicated time, work and resources in this effort.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Board of San Juan County Commissioners publically thank all of those who worked tirelessly to make it possible for electricity and water to run to the Westwater Community.

**PASSED, ADOPTED, AND APPROVED** by the Board of San Juan County Commissioners this 4<sup>th</sup> day of October 2022, by the following vote:

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

#### **BOARD OF SAN JUAN COUNTY COMMISSIONERS**

Willie Grayeyes, Chair

ATTEST:

#### SAN JUAN COUNTY RESOLUTION NO. 2022 - \_\_\_\_

### RESOLUTION OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS EXPRESSING OUR SUPPORT OF SERAPHINE WARREN IN WALKING FROM CARLYLE, AZ TO WASHINGTON, D.C. IN HONOR OF HER AUNT, ELLA MAE BEGAY, AND TO BRING ATTENTION TO THE CRISIS OF MISSING AND MURDERED INDIGENOUS WOMEN

**WHEREAS**, since 2016 the National Crime Information Center has reported 5,712 cases of missing American Indian and Alaska Native women and girls; and

**WHEREAS**, murder is the third leading cause of death of Indigenous Women (Centers for Disease Control); and

**WHEREAS**, more than 4 out of 5 Indigenous Women have experienced violence (National institute of Justice Report); and

WHEREAS, murder rates for Indigenous Women is 3x higher than Anglo-American Women

**WHEREAS**, the lack of communication combined with jurisdictional issues between State, Local, Federal and Tribal law enforcement, make the investigative progress difficult;

**NOW THEREFORE, BE IT RESOLVED** that the San Juan County Board of Commissioners publically expresses support and gratitude to Seraphine Warren for her efforts in bringing attention to the crisis of missing and murdered Indigenous Women.

**PASSED, ADOPTED AND APPROVED** by the Board of San Juan County Commissioners this 4<sup>th</sup> day of October 2022 by the following vote:

Those voting Aye: Those voting Nay: Absent:

Board of San Juan County Commissioners

Willie Grayeyes, Chairman

Attest:

Lyman W. Duncan, County Clerk/Auditor



## **COMMISSION STAFF REPORT**

MEETING DATE:	October 4, 2022
ITEM TITLE, PRESENTER:	Dingell Act - Emery County Land Exchange, Cooperating Agency Request, Nick Sandberg, Public Lands Coordinator
<b>RECOMMENDATION:</b>	Submit letter requesting Cooperating Agency status

#### SUMMARY

BLM is preparing an environmental assessment to analyze the potential effects of the Dingell Act-Emery County Land Exchange between BLM and SITLA. The proposed exchange would involve lands in 18 counties for the purpose of better protecting wilderness and recreation type lands in Emery and Washington Counties and provide better opportunities to produce revenue for Utah public schools. In San Juan County, approximately 1380 acres of BLM administered lands in the northern part of the County would become SITLA administered lands (see attached maps). No SITLA lands in San Juan County would be exchanged.

BLM has invited San Juan County to be a Cooperating Agency in the development of the environmental assessment for the proposed exchange.

## **HISTORY/PAST ACTION**

Land exchange is mandated by the John D. Dingell, Jr. Conservation, Management and Recreation Act of 2019.

## FISCAL IMPACT

Unknown.

Item 18.



## United States Department of the Interior



BUREAU OF LAND MANAGEMENT Utah State Office 440 West 200 South, Suite 500 Salt Lake City, UT 84101-1434

September 2, 2022

In Reply Refer To: 2200 (UT-921)

San Juan County Commission PO Box 9 Monticello, UT 84535

Dear San Juan County Commission,

The Bureau of Land Management (BLM) is preparing an environmental assessment (EA) to analyze and disclose the potential effects of the Dingell Act – Emery County Land Exchange between the BLM and State of Utah's School and Institutional Trust Lands Administration (SITLA). As required by the John D. Dingell, Jr. Conservation, Management, and Recreation Act (Dingell Act), the exchange involves federal and state land located across up to 18 counties, including Beaver, Carbon, Emery, Grand, Iron, Juab, Kane, Millard, Rich, San Juan, Sevier, Summit, Tooele, Uintah, Utah, Wasatch, Washington, and Wayne counties. The BLM invites the San Juan County Commission to participate as a cooperating agency in this National Environmental Policy Act (NEPA) process.

**Background:** The Dingell Act, Public Law 116-9, Section 1255 directs an exchange of land between the Secretary of the Interior, acting through the BLM, and SITLA. The purpose of the land exchange is to consolidate land ownership for both the State of Utah and the United States; place mineral interests and valuable conservation and recreation land within newly created wilderness, recreation, and conservation designations under the Dingell Act into public ownership; and place lands with revenue-producing potential located outside of special management areas into State ownership for the benefit of Utah's public schools. Maps and additional information regarding these efforts can be found on ePlanning (https://eplanning.blm.gov/eplanning-ui/project/2020478) and the BLM Utah website (https://www.blm.gov/programs/lands-realty-and-cadastral-survey/state-lands-and-realty).

**Invitation to Participate as a Cooperating Agency in the NEPA Process:** Applicable regulations provide that state agencies, local governments, tribal governments, and other federal agencies may serve as cooperating agencies during the NEPA process if they have either jurisdiction by law or special expertise (40 CFR 1508.1(e)). Cooperating agency status provides the opportunity to work together collaboratively and to enhance the BLM's efforts. More information about being a cooperating agency can be found here:

https://www.blm.gov/sites/blm.gov/files/Services\_CADRCooperatingAgencyGuide.pdf

INTERIOR REGION 7 • UPPER COLORADO BASIN

2

Based on the BLM's preliminary evaluation, you meet the cooperating agency criteria described in 40 CFR 1508.1(e). If you are interested in becoming a cooperating agency, please respond to this letter within 30 days and we will provide more details about this process (e.g., describing the process to establish a Memorandum of Understanding that defines and explains expectations and time commitments). Please be assured, whether you elect to become a cooperating agency or not, we will afford your agency ample opportunities to participate in the NEPA process.

If you have any questions or require any additional information, please contact Utah State Office Realty Specialist Teresa Burke at (435) 688-3256 or tsburke@blm.gov. The BLM believes gaining your expertise and perspective is important to the success of the analysis presented in the EA. Thank you for your timely consideration of this invitation to participate in the NEPA process as a cooperating agency. We look forward to your response.

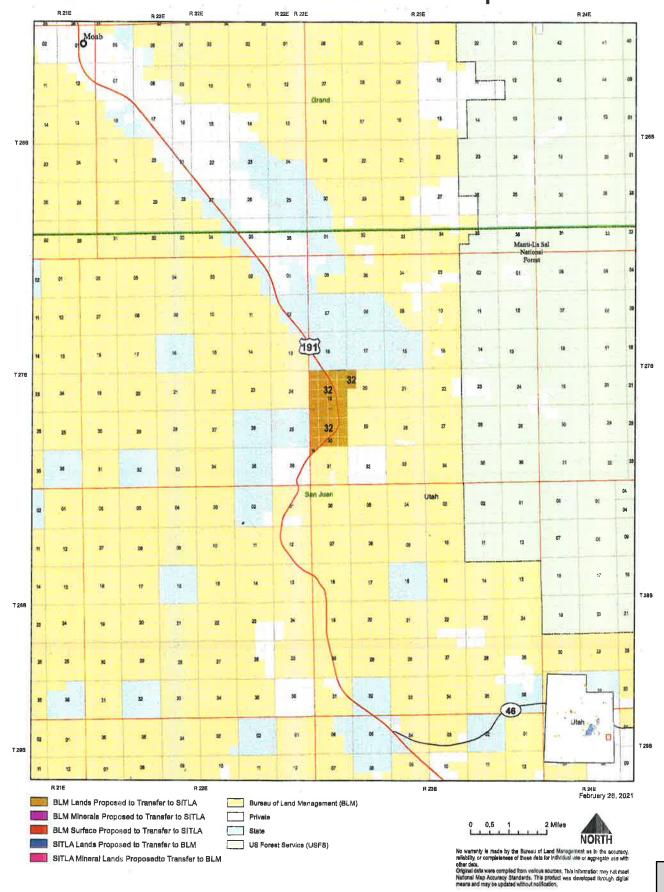
Sincerely,

GREGORY Digitally signed by GREGORY SHEEHAN SHEEHAN Date: 2022.09.02 21:51:40 -06'00'

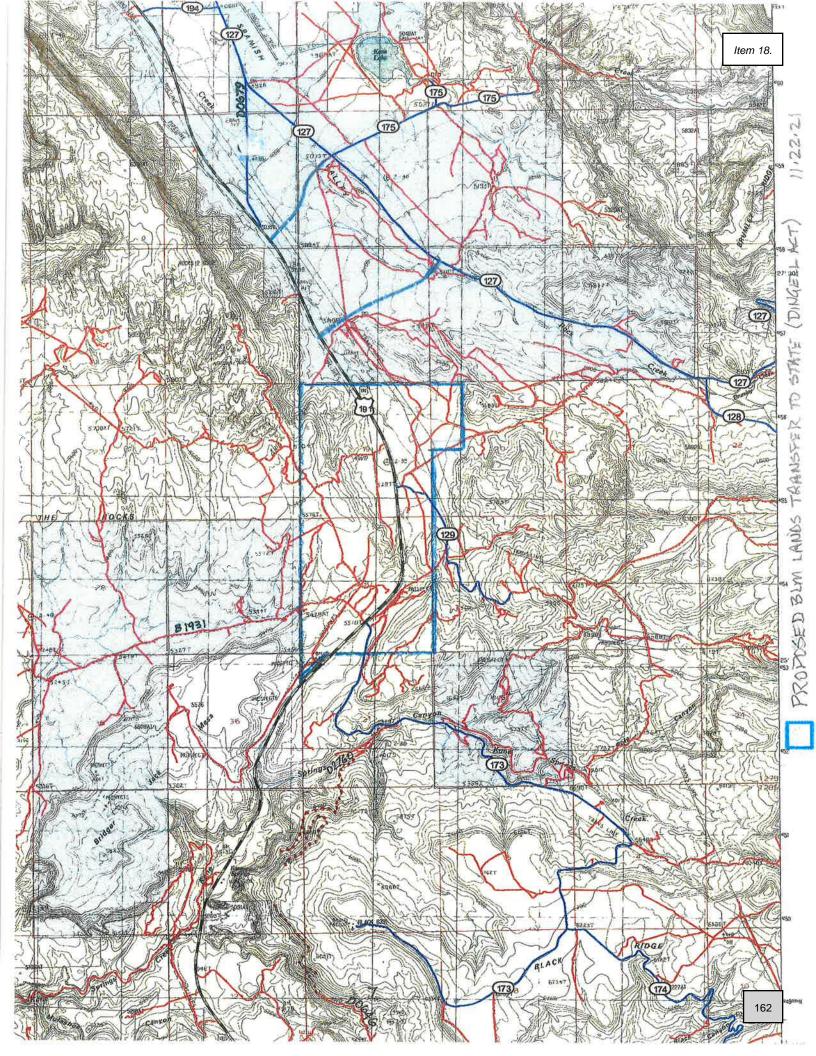
Gregory Sheehan State Director



# John D. Dingell Jr. Land Exchange Parcel Map - 30 of 31



161





# SAN JUAN COUNTY COMMISS

Willie GrayeyesChairmanBruce AdamsVice-ChairKenneth MaryboyCommissionerMack McDonaldAdministrator

163

October 4, 2022

Gregory Sheehan, State Director Utah State Office Bureau of Land Management 440 West 200 South, Suite 500 Salt Lake City, UT 84101-1434

Re: Cooperating Agency Status, Dingell Act-Emery County Land Exchange EA

Dear Mr. Sheehan:

Thank you for the invitation to San Juan County to become a Cooperating Agency in the environmental analysis of the Dingell Act-Emery County Land Exchange. As one of the counties where proposed land ownership would change, we request Cooperating Agency status in the analysis process.

Sincerely,

Willie Grayeyes Chairman



## **COMMISSION STAFF REPORT**

MEETING DATE:	October 4, 2022
ITEM TITLE, PRESENTER:	Consideration and Approval of a Agreement with Earthdiver LLC for the San Juan County Trails and Camping Content Webpages. Mack McDonald, Chief Administrative Officer
<b>RECOMMENDATION:</b>	Make a motion approving the contract for \$6,950.

#### SUMMARY

On June 24, 2022, San Juan County issued a Request for Proposal for the Economic Development and Visitor Services Department in search for a firm to assist the County in the Creation of Trails and Camping Content Web Pages. Responses to that proposal were due July 20, 2022, for the development and creation of the San Juan County Trails and Camping Content Website, Pages, Content Management and Editing.

By July 20<sup>th</sup>, the County received 5 qualifying responses to the request by the following firms: Chiron, Earthdiver, LLC, Kaizen Labs, Nathan Porter Wanderer and Z!mmerman Agency.

On August 11, an Evaluation Committee met and reviewed the proposals received and based on the response to Request for Proposal, Earthdiver, LLC, was the apparent most responsive proposal.

#### **HISTORY/PAST ACTION**

On September 16, 2022 Board of San Juan County Commissioners approved a Notice of Award and Intent to Negotiate a Contract with Earthdiver, LLC

#### FISCAL IMPACT

\$6,950 from Tourism Funding.

#### STANDARD SERVICE PROVIDER CONTRACT

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

Service Provider:	Earthdiver, LLC	Contact Phone Number:	(801) 580-2106
Contact Person:	Tom Berens, President/CEO	Contact Email Address:	tom@go-utah.com
Address:	1245 East Brickyard Road, Suite 530 Salt Lake City, Utah 84106	Type of Service:	Creation of Trails and Camping Content Web Pages

Whereas, on June 24, 2022, San Juan County issued a Request for Proposal for the Economic Development and Visitor Services Department in search for a firm to assist the County in the Creation of Trails and Camping Content Web Pages.

Whereas, responses to that proposal were due July 20, 2022 in which Earthdiver, LLC (Service Provider) was one of five firms to respond as a qualifying proposal (Exhibit A Earthdiver Proposal).

Whereas, on August 11, 2022 an Evaluation Committee met and reviewed the proposals received and based on the response to Request for Proposal, Earthdriver, LLC, was the apparent most responsive proposal.

Whereas, on September 6, 2022 the Board of San Juan County Commissioners approved a Notice of Award to Earthdriver, LLC.

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

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

The parties therefore agree as follows:

- 1. Scope of Services. The Service Provider agrees as follows:
  - A. Service Provider shall provide full services required for the creation of expanded Trail and Camping Content pages and maps that includes Hiking, Biking, ATV, UTV, Cross Country Ski, and Horseback Riding.
  - B. The Trail and Camping Content Pages will provide pre-design planning assistance, including support in the selection and layout of the content, photos, trails, navigation, and maps.
  - C. The Trails and Camping Content Pages Developer will commit to Content Pages completion within one hundred and twenty (120) days after confirmed content acquisition development. The final product will, be completed and delivered one hundred (180) days after the start of the project including the content acquisition timing. This agreement may be adjusted per the client's request.
  - D. The client requests flexibility of the Content Creator to be willing to support the last-minute, within reason, project requests outside of annual package selection. Additionally, the client requests flexibility, within reason, of the proposed "packages" to allow for appropriate adjustments based on the annual project direction.
  - E. Be able to maintain Utah's Canyon Country's brand, as referenced in our attached branding packet (Exhibit B County Request for Proposal).
  - F. Permits & Approvals County will be financially responsible for acquiring all permits needed for each video project that falls within the contract. The video production company will be expected to provide the requested information for the permit's promptly (within 48 hours of the requested information).

#### 2. Compensation.

A. Upon the Service Provider's completion of its duties under section 1 of this contract, San Juan County will pay the Service Provider Six Thousand Nine Hundred and Fifty Dollars and No/100 (\$6,950.00)

- B. San Juan County shall mail its payment to the Service Provider within 30 days after the Service Provider comp duties under section 1 of this contract, unless the parties agree, in writing, to alternative payment arrangements.
- C. Service Provider shall disclose its tax identification or Social Security number to San Juan County before a check or payment will be made by San Juan County to Service Provider.
- D. If this contract is terminated early, San Juan County will pay the Service Provider for the duties completed under section 1 of this contract through the date of early termination.
- E. The Service Provider is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by San Juan County to the Service Provider.
- F. The Service Provider is responsible for paying all subcontractors, material providers, jobbers, or any other person who or entity that provides materials, services, equipment, utilities or otherwise at the request of Service Provider and in connection with or relating to this contract.
- **3.** Effectiveness, Date, and Termination. This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on September 30, 2023 at 11:59 p.m.

#### 4. Early Termination.

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

#### 5. Warranties.

- A. The Service Provider warrants to San Juan County that:
  - (1) All services performed under this contract shall:
    - (a) Be of reasonable quality;
    - (b) Conform with reasonable professional standards; and
    - (c) Conform to codes, regulations, and laws.
    - (d) Materials, Plans, Artwork, Drawings, Brochures, Maps, and Documents produced under this contract will be owned by San Juan County upon completion. San Juan County may use these items in future projects or opportunities as the County needs arise without written consent or authorization from any other party.
- B. Service Provider shall correct or replace any content materials or items that do not satisfy subsections 5.A.(1)(a)-(d) within 30 days after San Juan County's notice is effective under section 8.
- C. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3, Utah Code Annotated, apply to this contract.
- 6. Insurance. The Service Provider shall maintain for the duration of this contract and for six years after the termination of this contract, the following types of insurance:
  - A. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
    - (1) Each occurrence \$1,000,000.00;
    - (2) Medical Exp. (Any one person) \$5,000.00;
    - (3) Personal and Adv. Injury \$2,000,000.00;
    - (4) General aggregate \$2,000,000.00; and
    - (5) Products Comp/Op aggregate \$2,000,000.00;
    - (6) Cyber Liability Insurance \$500,000.00

- B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
- C. A valid Workers Compensation and Employers' Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers' Liability insurance policy, the Service Provider shall provide San Juan County with the applicable state issued waiver.

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

- 7. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against San Juan County, San Juan County's officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("San Juan County Indemnitees") that arises out of this contract or the acts or omissions of Service Provider (each, a "Claim"), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those San Juan County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that San Juan County negligently or intentionally caused those Indemnifiable Losses. Indemnification is not limited or waived by reason of the Service Provider complying with the insurance provisions of the contract.
- 8. Unauthorized Access. Service Provider shall protect the County against claims arising from loss of data or unauthorized access to the County's systems and data while performing the aforementioned scope of work.
- 9. Notices. All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

San	Juan County	Service Provider
San Juan County	With a copy to:	Earthdiver, LLC
Attn: Mack McDonald	San Juan County	Tom Berens
PO Box 9	Attn: Attorney's Office	1245 East Brickyard Road, Suite 530
Monticello, UT 84535	PO Box 9	Salt Lake City, Utah 84106
	Monticello, UT 84535	

- **10. Independent Contractor**. The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of San Juan County, and, thus, have no right to and shall not be provided with any San Juan County benefits.
- 11. Conflict of Terms. In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
- 12. Assignment Restricted. Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:
  - A. Any discretion granted under this contract;
  - B. Any right to satisfy a condition under this contract;
  - C. Any remedy under this contract; or
  - D. Any obligation imposed under this contract.

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

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

- Item 19.
- 14. Entire Contract; Amendment. This contract, including all attachments, if any, constitutes the entire understanding the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
- 15. Governing Law; Exclusive Jurisdiction. Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.
- 16. Severability. The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:
  - A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
  - B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.
- 17. Counterparts, Digital Signatures, and Electronically Transmitted Signatures. If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

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

SAN JUAN COUNTY	EARTHDIVER, LLC
By: Willie Grayeyes, Chair San Juan County Board of County Commissioners Date: ATTEST:	By: Print Name: <b>Tom Berens</b> Title: <b>President</b> Date: 9/27/2022
Lyman Duncan San Juan County Clerk/Auditor Date:	

#### EXHIBIT A EARTHDIVER PROPOSAL

# San Juan County

**Trails and Camping Content Proposal** 

July 19, 2022







## San Juan County RFP Form

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

Respondent Name: Earthdiver LLC

Address: 1245 East Brickyard Road, Suite 530 Salt Lake City, UT 84106

Business Structure: Limited Liability Company (Utah)

**Insurance Certificate:** We are willing to get the proper insurance requirements if awarded the contract during contract negotiation.

#### **Contact Information:**

Name: Tom Berens Telephone Number: 801-580-2106 E-Mail: tom@go-utah.com

#### Final Bid/Pricing Structure:

\$6,950 onetime	All Foundational Content for Trails and Camping	
	Website Page Design w/ full content Integration	
	Animated 3D Mapping	
	Integrated with Front-end CMS	
	Customizable Reporting Dashboard	

#### **Optional Add Ons**

\$1,495 yearly	Ongoing Content Supplements, Updates and Refinements
\$4,500 - \$7,500	Onsite Video / Photo Collection, Production and Publishing Packages
\$1,495 yearly	Interactive Itinerary Builder

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

T- Bre

President/CEO Earthdiver LLC Date: July 19, 2022





July 17, 2022

Dear Elaine and Team:

We are pleased to be working on <u>www.utahscanyoncountry.com</u> and look forward to the opportunity to seamlessly improve and enrich your site with rich content and animated 3D maps for all of your trails and campgrounds.

San Juan County offers some of the most unique and compelling outdoor recreational opportunities in the country, and we'd love to help you showcase those opportunites with cutting edge new tools.

We have specifically developed a product for this purpose for our DMO clients. Our intended release date was September 15, so timing could not be better.

As CEO, I oversee all new product introductions so I'll be personally seeing through your project. We'd love to make San Juan County the showcase site for our dynamic new content products and be the one-stop option for all of your website needs.

Very truly yours,

T- Bre

Tom Berens CEO | President Earthdiver LLC



# **Executive Summary**

Our primary goal is to make life easier for the staff at San Juan County by being your one-stop source for as much content development and management work you wish to send our way. You have enough to do without also having to be webmasters for the rich content the San Juan County website will be delivering to potential visitors.

To that end we will seamlessly integrate into your website high quality content for all of your trails and campgrounds and keep that content growing and improving over time. We will pair that rich content with special mapping features and, if you like, an Interactive Itinerary Builder. We will also shoot and produce custom 4k videos using handlheld and drone video for any content you desire such videos for.

All content will be fully integrated into your website and will be manageable from the same frontend CMS you'll use to manage your new website. The effectiveness of the work we do for you will be ascertainable through the custom reporting dashboard that comes with your website.

Most importantly, you will have one companay, one technology stack and one team to work with day to day and month to month for all of your website needs.

#### Who We Are

EARTHDIVER

Partner Services

Earthdiver LLC has been in business for 26 years operating large state travel portals (Go-Utah.com, Go-Arizona.com, etc.) and building and managing websites and marketing campaigns for our 50+ DMO partners. With the support of significant investors, we have been working over the last 3 years on developing Earthdiver.com, our new national travel and experience website. It will launch this October.

We are unique in that we are not only a builder of modern, highly functional DMO sites, we operate our own large network of travel websites. We are able to put our massive stores of content and our mastery of content management services to work for you. What's more, since your website will operate off the same platform that runs Earthdiver.com, all the planned upgrades and Apps we build for Earthdiver will be available to you at very low cost.





## **Customer Service Focus**

We view our relationship with our clients as a partnership. Our business is promoting tourism, and the stronger the connection we have with the areas and towns we cover, the better job we do.

We back up every promise we make. And if there ever is a problem, we bend over backward to make things right.

You will have direct email, phone, text and Slack access to all members of your team to help you whenever you need it. (We set up Slack accounts for your team members as desired for the most efficient instant communication.)

Training, if needed, is unlimited and free and recurring as needed. Any work needed to fix something on your site is always free, and there is never an hourly charge for talking on the phone or providing customer service. We'll be a true partner promoting San Juan County tourism.

# Our Team

We do all work in-house, customized to your specifications, so there is never the inconvenience or inefficiency of coordinating with multiple service providers. Our team for your project consists of:



EARTHDIVER

Partner Services

**Tom Berens**, *President / CEO* Earthdiver: 26 years

Tom will be overseeing your project. He has been immersed in developing the Earthdiver Rich Content product over the last 2 years and is committed to making its debut for San Juan County a success.

Tom holds a Bachelors in Business Administration and Law Degree from the University of Notre Dame. His focus was working in the finance and technology areas for both entrepreneurs and larger corporations. As the internet exploded in the mid-90's, Tom taught himself web development and moved out to Utah from Chicago to start Earthdiver LLC.

#### -----



Earthdiver: 15 years

David McGuigan. Senior Developer

David has a bachelor's in Communication Technology from the University of Utah, and earned dual associates in Web Development and Web Design from Mesa Community College. He has over 20 years of website development experience. Among other skills, he has the relevant mastery of Java, Node, TypeScript, React, NextJS, Remix, Vue, Nuxt, Svelte, Qwik, Vite, Bun, Express,

Tailwind, CFML, PHP, MySQL, NoSQL, Python, Deep Learning and AI using TensorFlow and Abacus AI, AWS, Azure, Serverless and Edge.

David has acted as senior developer on all of the work that has gone into Earthdiver and your new website, so he already has mastery of everything that needs to happen.

-----

#### Jonathan Haglund, Senior Content Developer

Earthdiver: 16 Years



Jonathan is a graduate of Westminster College in Salt Lake City, with a focus on computer science and degree in English. He manages all of the content ingestion tools for Earthdiver. He is an expert in AWS/Azure/Google cloud infrastructure, Kubernetes, MySQL and PostgreSQL, and has the coding and



design skills to tie everything together. The systems Jonathan maintains leverage Natural Language Processing, image recognition AI, high volume batch processing, and user-friendly tools to manage huge amounts of travel-related data at scale.

#### -----

Sydney Goodwill. Video & Motion Graphics Lead

Earthdiver: 4 Years Sydney's 10+ years documentary filmma University of Utah, S

EARTHDIVER

Partner Services

Sydney's 10+ years of experience in film and video production ranges from documentary filmmaking to commercial shooting and editing. An alumna of the University of Utah, Sydney graduated with her Bachelor of Arts in Film & Media Arts and a Minor in Documentary Studies in 2016.

During college and in the years just after, Sydney worked as a production assistant for several large productions from HBO's Mosaic to Paramount Network's Yellowstone. For the last several years she has been the full-time inhouse editor and content producer for Earthdiver. Sydney's skill sets have a wide range from cinematography and camera operation to motion graphics design and craft editing.

-----

**Sydney Luna,** Senior Project Manager and Graphic Design Earthdiver: 4 years



Sydney has spent the past decade working primarily as a graphic designer. Since graduating from The University of Texas at Austin in 2012 with a degree in Public Relations, she's worked as a designer and editor for newspapers and magazines across the country. After spending a couple years in the tech industry, working closely with and ultimately leading a global support team, she brought her passion for design and her project management skills to Earthdiver.

-----

Chris Newton, VP DMO Sales Earthdiver: 16 Years



Chris has been active in the tourism industry for over 20 years and has become an expert in working with DMO's. In 2007 Chris earned his master's degree in Parks, Recreation and Tourism from the University of Utah. He has built partnerships with over 100 DMO's throughout the country. His work includes crafting online marketing campaigns and putting in motion the buildout of cutting-edge DMO websites. He knows just about everyone in the official Utah

state tourism world and is a great resource for knowing what is going on throughout the state.



# References

Three references are provided below. They are all DMO clients for whom we have done recent extensive website and content work.

Additional references are available if desired.

### Dallin Koecher, Executive Director Go Heber Valley 475 North Main, Heber City, UT 84032 435-654-3666 dallin@gohebervalley.com

## Katherine Bitely, Director of Marketing

Visit Charlevoix 109 Mason Street, Charlevoix, MI 49720 231-547-2101 <u>katherine@visitcharlevoix.com</u>

#### Jason Castellucci, Director of Partnerships

Go Lake Havasu, 314 London Bridge Rd., Lake Havasu City, AZ 86403 928-453-3444 jason@golakehavasu.com



# **Qualifications and Experience**

Below is a sample of recent work we have done that is similar to the work we will propose to do for San Juan County. Additional examples are available upon request.

## DMO Tourism Website Work

EARTHDIVER

Partner Services

We have designed, built, imported content and maintained several dozen dynamic websites for DMO clients across the country.

San Juan County, Utah	www.utahscanyoncountry.com
Heber Valley, Utah	www.gohebervalley.com
Charlevoix, Michigan	www.visitcharlevoix.com
Flaming Gorge Country, Utah	www.flaminggorgecountry.com
Wilkesboro, North Carolina	www.wilkescountytourism.com
Lake Havasu, Arizona	www.golakehavasu.com
Glendale, Arizona	www.glendalegameday2023.com
Kingman, Arizona	www.explorekingman.com
Rockport, Texas	www.rockport-fulton.org
Discover UT Travel Magazine	www.discoverutahmagazine.com
Uintah County Trails	https://uintah.earthdiver.com (beta)
Garfleid County Trails	www.utah-trails.com

In each case we handled:

- All graphic design work (Lake Havasu design was shared)
- All web development and custom functionalities (including mapping and search functionality)
- All Content processing and ingestion (data and media)
- All Integrated content management systems

#### Earthdiver Travel Website Work

Over the last 3 years we have built from the ground up Earthdiver.com, our new national travel and experience website. It will launch later this fall. As part of that work we develoed the Atlas Data Ingestion Engine. It is a fully automated AI driven system that collects, processes, updates, homogenizes and ingests data from 1000's of sources across the country.

The current Earthdiver database contains over 20 million listings for all travel related topics. The content developed includes all essential data, imagery, and written descriptions. The work includes over 200 custom videos for Utah and neighboring states.





This massive undertaking demonstrates our ability to successfully manage large scale projects, work with voluminous content, specifically outdoor recreation based content, and process media and video efficiently for website use.

All of our work on the Earthdiver platform was done with the express purpose of making the content and the high end website functionalities we developed available to our DMO website partners. Since your website is built on the same platform we are able to make our content and functionalities live on your website with very little effort.

While not directly relevant to the task at hand, if San Juan County desires to expand its content development and updating to other areas – attractions, restaurants, hotels, scenic drives, etc – we have all of that content and the ability to quickly and seamlessly integrate it into San Juan County website.



# **Project Specifics**

Horseback Riding

Camping

## Foundational Content

We will develop and make part of your website all Foundational Content for these topics:

- Hiking •
- ATV, UTV •
- Biking •
- Cross-country Skiing •
- Foundational Content will consist of:

For All Topics	For Trails	For Camping
Photo(s)	Geo Path	Phone, Email, Website, etc
Name	Length	Cost / Cost Range
Alternative Name(s)	Trailhead Elevation	Cost Indicator
GEO Coordinates	Elevation Gain	# of Sites   Site Types
(Latitude, Longitude)	Difficulty	Hookup Info
Community	Parking Info	Max RV Length
Categor(ies)	_	Amenities
Season		Accessibility
Pet Friendly		

Additional fields for whatever additional information you need will be accomodated.

We don't have precise numbers on the number of Listings we'd initially supply, but it would be at least 80 trails and an equivalent number of campgrounds. Those numbers will grow over time.

## Ongoing Content Supplements, Updates and Refinements

Content will be regularly updated and additional content added as part of our Earthdiver Rich Content initiative. In addition, your site will be coded to automatically pull whatever Google Places content is desired and relevant. That would include basic data, photos and user reviews and ratings.

You can opt to review new and updated content before it goes live or have it automatically go live.

# EARTHDIVER Partner Services



# Additional Content Development

We do our own photo work and produce professional video content – both hand held and drone footage. Some examples of our trail and campground work are linked to below.

## Trails

- <u>Crimson Trail</u>
- Round Valley Trail Network
- Sand Flats Rec Area
- Wasatch Crest Trail
- Slickrock Bike Trail
- <u>Timpooneke Trail</u>
- Glenwild Loop Trail

# Campgrounds

- Sand Island Campground
- San Rafael Bridge Campground
- Big Creek Campground
- <u>Sam Stowe Campground</u>
- <u>Calf Creek Campground</u>

If such work is desired, you could select from several packages, depending on your needs. Each package includes:

- onsite video shooting in 4K, hand held and drone as the situation requires;
- supplemented with photos as desired;
- all video editing and production work, including professional voice overs; and
- publication to your website

The number of places we can shoot and produce videos for is dependent on what you want us to shoot, how long you want the videos to be, and the setup and travel necessary between those places. So what you can expect from each Package is subject to further discussion, but these parameters should give you an idea of what we're thinking.

Package A - 2 Day Shoot: 10 fully produced videos | 40-60 photos
Package B - 3 Day Shoot: 15 fully produced videos | 60-90 photos
Package C - 4 Day Shoot: 20 fully produced videos | 80-100 photos

If you have professional photographers or videographers that work in the area, we can also work with them effciently to get exactly what you need.

# Display on Website

The look and feel of trail and camping content on your website is fully customizable. We can conform it to pages as designed on your current new site, develop new templates for these pages, or some combination of the two options.





Maps would be fully customizable, 3-dimensional, animated, scalable and viewable from user selected angles. Trail maps will show the trailhead and the route of the trail. This product was scheduled for release in September, but we've exposed a beta version of a page that shows the type of functionality we are talking about. Obviously, it would be refined as desired to work on your website.

# https://cbtestbed.dreamhosters.com/routes/dip

All content would be fully searchable and integrated seamlessly with your other content. All content will be editable through your front-end CMS in the same way your other site content is edited. Content would be sharable on social media with the click of a button. Users could download, share or print PDF versions of any Trail or Camping Listing they choose.

**Note:** So it is clear, any and all of the funtionalites in the mapping product on display at <u>https://discoverdavis.com/davis-county-map/</u> is part of the product we offer.

# Customizable Reporting Dashboard

Your new site will have a new reporting dashboard that allows you to customize what site usage reporting you see and how it is displayed. It will be updated to allow you to specifically track usage and interactions and time spent on the trail and camping content we produce so you can have a good sense of its efficacy in attracting and engaging your site users.

For instance, you could compare engagement with Listings that have videos versus those without to estimate relative value.

# Dynamic Itinerary Builder

One of the products we have developed for Earthdiver and will be making available to our DMO clients is our Dynamic Itinerary Builder. It is currently in Stage 1 of development. We will have Stage 2 ready for deployment later this summer.

Stage 1 Dev:

- Real time integrated dynamic tool for site users to Favorite, Organize, Day Plan and Share places and activities of interest on our Partner websites
- Requires users to work through the site favoriting as they go and then click into their collection to review their Favorites, to plan their trip day by day, and to share those plans with friends and family.
- A working model can be explored here: <u>https://www.gohebervalley.com</u>





Stage 2 Dev:

- Brings assembly of a trip or itinerary into a single tool. So instead of users needing to browse and search, a user goes to a single page where s/he can access everything.
- It also will allow the user to add dates to the days of his trip and start and end times for each item s/he schedules.
- We'll build tools so the site owner can build itineraries and publish them to the site with the click of a button and share them on social media.
- Once an itinerary is built, a user will be able to calculate the time involved in traveling between the places in his itinerary AND to suggest a more efficient strategy.
- Third parties Tour companies, Site Users, etc will also be able to contribute Itineraries they have planned which you can choose to publish or not.

It is a major product itself, so if you desire, we can convey to you a more indepth write-up.





# Advantages of Working with Earthdiver

We are already building your new website and will handle all improvements, upgrades, hosting and maintenance. This new product will be seamlessly integrated with that existing work so you will only have one company to call, text, Slack message or email when you need something done.

When you work with multiple vendors with overlapping products, you almost always end up with higher costs, not to mention the aggravation and inefficiencies of having to deal with multiple contact points and coordinate their work. There is also the ever-present issue of incompatibilities between the products provided.

All aspects of our proposed product and services are priced upfront and guaranteed so San Juan County takes no risk with respect to unexpected difficulties.

We are able to keep our prices low and guarantee performance because the platform we have built was designed from the ground up with the goal of combining a fully featured website with rich deep content and efficient systems to keep it all up to date and evolving. The synergies of working with an advanced tech company that already promotes tourism in your area are substantial. All maintenance and code improvements we do for our Earthdiver.com site automatically get done to your site. Moreover, all of the features we develop for Earthdiver.com over the coming years will be made available to you at a fraction of the cost:

- Mobile App
- AI Driven Suggestion Engine
- Group Collaboration Tools
- User Submitted Content Integration
- Dynamic Interactive Storytelling
- Custom Downloadable Info Packets



# Timeline

Most of the work for the proposed product is already done. All that needs to happen is the customization for your site and the refining of San Juan County specific content as you desire.

If awarded the work, we will be able to start immediately on August 2.

# August

- Fully detail the work and render as a written agreement
- Back and forth with designs to settle on the final look and feel
- We'll be working behind the scenes in August to ready all the Foundational Content
- If you opt for Onsite Video and Photo Collection we would be ready to move forward on it starting in August with a visit or visits continuing into September as desired

# September

- Launch Multilayered Customizable 3D Animated Trail Maps
- Fully integrate all Foundational Content into the website and go live with it

# October

- Start Ongoing Content Supplements systems if you contracted for
- Deliver all purchased Onsite Video and Photo Collection work by end of month



# Fee Schedule

Custom Website Page Design(s)(IncluIntegrated Front-End CMS(IncluMultilayered Customizable 3D Animated Trail Maps(IncluCustomizable Stat Reporting through Client Dashboard(Inclu	uded)
Optional items Ongoing Content Supplements	95 /year
Package A – 2 Day Shoot (~10 videos   50 photos) \$ 4,4 Package B – 3 Day Shoot (~15 videos   75 photos) \$ 6,0 Package C – 4 Day Shoot (~20 videos   100 photos) \$ 7,4 Interactive Itienerary Builder \$ 1,4	000

Payment terms are negotiable. As a longtime client we'd be happy to work a payment schedule that fits your needs.

# Wrap-up

We'd love to make San Juan County the first site using our new suite of content and mapping products. We believe it would give you a significant advantage over similarly situated DMOs. And if you are happy with the results, we could expand our services to other topics like dining, lodging, attractions and more.

If you would like a demonstration of any of the features we've discussed, we'd be happy to arrange that for you.

Of course, we are always available to answer any questions you might have about our proposal. We look forward to hearing from you.

#### EXHIBIT B COUNTY REQUEST FOR PROPOSAL





# Request for Proposals San Juan County CREATION OF TRAILS AND CAMPING CONTENT WEB PAGES

San Juan County Government 117 South Main Street PO Box 9 Monticello, Utah 84535

> Date of Issue: June 24, 2022

#### I. INTRODUCTION

San Juan County Economic Development and Visitor Services (SJC EDVS) is in search of a company to assist with the development and creation of San Juan County Trails and Camping Content Website Pages, content management, and editing.

#### **II. SCOPE OF WORK**

San Juan County is seeking an individual, team, or company that will satisfy all of the following:

Creation of expanded Trail and Camping Content pages and maps that includes Hiking, Biking, ATV, UTV, Cross Country Ski, and Horseback Riding.

San Juan County will own all the created content upon completion and satisfaction of services, the selected vendor fulfillment

The Trail and Camping Content Pages will provide pre-design planning assistance, including support in the selection and layout of the content, photos, trails, navigation, and maps.

The Trails and Camping Content Pages Developer will commit to Content Pages completion within one hundred and twenty (120) days after confirmed content acquisition development. The final product will, be completed and delivered one hundred (180) days after the start of the project including the content acquisition timing. This agreement may be adjusted per the client's request.

The client requests flexibility of the Content Creator to be willing to support the last-minute, within reason, project requests outside of annual package selection. Additionally, the client requests flexibility, within reason, of the proposed "packages" to allow for appropriate adjustments based on the annual project direction.

Be able to maintain Utah's Canyon Country's brand, as referenced in our attached branding packet (Attachment B).

Permits & Approvals – SJC EDVS will be financially responsible for acquiring all permits needed for each video project that falls within the contract. The video production company will be expected to provide the requested information for the permit's promptly (within 48 hours of the requested information).

#### III. COSTS/FEES

The maximum fee for the services sought through this RFP will be the selected Vendor's<sup>1</sup> proposal price. Vendors shall submit a fee proposal similar to the Form Fee Proposal below. Vendors shall also submit a rate schedule (similar to the Form Rate Attachment C) for all individuals that the Vendor anticipates will provide services in connection with this RFP.

See Attachment A

<sup>&</sup>lt;sup>1</sup> The term "Vendor," as used in this RFP, means an individual or entity who is seeking to enter into a contract with San Juan County to provide San Juan County with services, including but not limited to, an individual or entity who submits a proposal in response to this RFP. Version: January 2022

Failure by a Vendor to comply with any requirement of this Section may result in rejection of the Vendor's proposal.

The price proposal for this Project shall be submitted on "Attachment A" provided in this RFP. This price shall include all fees and costs as a maximum fee for the provisions indicated in the Project Scope of Work as described above.

Please submit an hourly rate schedule using the form above which will be utilized for changes in the scope of services approved by San Juan County.

#### IV. PROPOSAL SUBMISSION REQUIREMENTS

All proposals submitted for evaluation should include, but are not limited to, the following:

- A. San Juan County RFP Form: The County's Request for Proposal form was completed and included on page 1 in the bid packet. (Attachment A)
- B. Introduction: This section consists of a cover letter, an executive summary (two pages maximum), and an organizational chart showing the team involved including individual members, all organizations, relationships, and addresses abilities including a biography and resume of key members who will be involved in the project. Resumes of Principals shall be included. Provide a minimum of three references, including the name, address, and telephone number of persons who can attest to the performance, qualifications, and experience on like projects.
- C. A list and explanation of each project performed by the Vendor that is similar to the services sought through this RFP.
- D. Vendor Qualifications and Experience: A narrative that specifically addresses the firm's or individual's experience in working with the County government with the capability to successfully perform the required services requested in the RFP's scope of work, a description demonstrating involvement on similar projects and the specific project described.
- E. Proposal: This section should cover such things as the approach to the RFP's scope of work; the proposed schedule of the work to include a project timeline with availability; project strategy; the methodology used to control costs, maximize economies of scale and ensure operational effectiveness; identify outputs to be delivered; and identify advantages of the proposal to San Juan County.
- F. Fee Schedule: A detailed fee schedule proposed to be charged for the services to be performed.

Proposals in non-standard formats cannot be emailed for considerable analysis. Failure to follow the prescribed format may result in the rejection of the proposal.

#### V. SAN JUAN COUNTY'S REQUEST FOR PROPOSALS POLICY

Each Vendor who submits a proposal in response to this RFP agrees to comply with and be bound by San Juan County's Request for Proposals section within the San Juan County Purchasing policy that is in place at the time that this RFP was issued. Each Vendor may request and receive a copy of San Juan County's Request for Proposals policy by sending an email to Purchasing Agent and County Chief Administrative Officer Mack McDonald at mmcdonald@sanjuancounty.org and requesting a copy of San Juan County's Request for proposals policy.

#### VI. EVALUATION CRITERIA

Submitted Proposals will be evaluated and scored by the selection committee based on the following criteria:

Item 19.

The criteria listed below will be considered when making an evaluation of the proposals. Proposals for each service will be evaluated separately.

% OF SCORING WEIGHT	EVALUATION CRITERIA
30%	Previous Destination Marketing Organization/Convention Visitor's Bureau Experience
25%	Technical Experience of the Agency – Considering relevant experience, preferably with state or federal clients, demonstrable expertise in specific RFP selected.
10%	Qualifications of Staff: Appropriateness of assigned staff to account. Cite relevant experience & credentials.
15%	<ul> <li>Responsiveness of the proposal is clearly meeting the needs of the services to be performed:</li> <li>(1) Proposal meets the needs of the client.</li> <li>(2) Proposal meets deliverables desired.</li> </ul>
20%	Cost of the Agency's proposal

#### VII. PROJECTED SCHEDULE FOR THE RFP PROCESS

The County reserves the right to modify this schedule at its sole discretion.

Date
June 24, 2022
July 11, 2022
July 15, 2022
July 20, 2022
August 2, 2022

#### VIII. WRITTEN CONTRACT REQUIRED

The selected party must be willing to enter into a written contract with San Juan County. A binding agreement between San Juan County and the selected party is dependent upon the negotiation, preparation, and execution of a formal contract. At any time prior to the execution of a binding agreement executed by both parties, San Juan County may, in its sole discretion, stop the selection process and decline to enter into an agreement for the subject matter herein.

#### IX. INQUIRIES

All inquiries relating to the specifications or proposal procedure should be directed in writing through e-mail to the Purchasing Agent, Mack McDonald at <u>mmcdonald@sanjuancounty.org</u>. The last day and time to submit

questions will be 4:30 p.m. on July 15, 2022 Please do not contact the agency, division, department, or other County officers or employees.

An initial virtual meeting discussion explaining San Juan County's current website and further explanation on the Scope of Work including a question-and-answer opportunity held on July 11, 2022 at 11:00 AM located on the following Zoom link at <a href="https://us02web.zoom.us/j/3125521102">https://us02web.zoom.us/j/3125521102</a>

## X. REQUEST FOR FINAL AND BEST OFFERS

Among other options at San Juan County's disposal, San Juan County may request a final and best offer at any time during the RFP process. If San Juan County exercises this option, the interested party shall respond prior to the deadline established by San Juan County when the option is exercised. If the interested party fails to timely provide a final and best offer, the best offer made by the interested party prior to the exercise of this option will be considered by San Juan County as the final offer of the interested party.

## XI. PROTESTS

As further described in San Juan County's Request for Proposals policy, which is incorporated herein by this reference, any proposer who submitted a timely filed proposal that was not rejected by either the evaluation committee or the Purchasing Agent may file a protest. In order to be timely, a protest must be submitted, in writing, to the San Juan County Board of County Commissioners no later than six calendar days after the date that the *Notice of Intent to Engage in Contract Negotiations* was sent by the Purchasing Agent to the applicable Vendor. Protests that are not submitted in a timely manner to the San Juan County Board of County Commissioners shall be rejected by San Juan County.

#### XII. SAN JUAN COUNTY MAY TERMINATE THE RFP PROCESS OR DECIDE NOT TO ENTER INTO A CONTRACT

As further described in San Juan County's Request for Proposals policy, which is incorporated herein by this reference, San Juan County may terminate the RFP process regarding this RFP for any reason and at any time prior to the execution of a contract by a proposer and San Juan County regarding the services sought through this RFP. Moreover, San Juan County may decide not to enter into a contract with any proposer to provide the services sought through this RFP.

#### XIII. CONTRACT AND PROPOSAL INFORMATION

All proposers who submit a proposal in response to this RFP acknowledge that they have each read and understand this RFP and agree to be bound by the terms and provisions of this RFP, including, but not limited to, the following:

- A. <u>Firm Pricing:</u> All prices, quotes, or proposals shall remain firm for the duration of the RFP process regarding this RFP and until a contract regarding this RFP is executed by San Juan County and a Vendor or San Juan County decides not to enter into a contract with any Vendor to provide the services sought through this RFP. A Vendor's failure to comply with these provisions may result in the rejection of the Vendor's proposal.
- B. <u>Governing Law and Exclusive Jurisdiction and Venue</u>: Any contract between San Juan County and a Vendor regarding this RFP will be interpreted, construed, and given effect according to the laws of the state of Utah and the ordinances of San Juan County, and the courts within San Juan County, Utah shall have the sole and exclusive jurisdiction and venue regarding any such contract. No contract will be assigned, in whole or in part, without the written consent of San Juan County.

- C. <u>Licensing</u>: The selected Vendor shall obtain all applicable federal, state, and local licenses before any contract between San Juan County and the Vendor regarding this RFP is executed. The selected Vendor must maintain for the duration of the contract between San Juan County and the Vendor regarding this RFP.
- D. <u>Registration</u>: All Vendors shall be registered with the Utah State Division of Corporations and Commercial Code to perform business in the state of Utah. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849, or toll-free at 877-526-3994 or by accessing: <u>www.commerce.utah.gov</u>.
- E. <u>Public Domain</u>: Interested Parties are advised that Utah law and San Juan County ordinances provide that, upon the full execution of a contract subsequent to an RFP, the contents of a selected proposal relating to this RFP may be placed in the public domain and become public records subject to examination by any interested parties in accordance to the Government Records Access Management Act (GRAMA), Utah Code Ann. 63G-2-101 et seq. and County ordinance. Please refer to Section XVI below for specific details regarding the protection of certain information.
- F. <u>Modifying or Withdrawing Proposals</u>: Interested parties may modify or withdraw their proposals at any time prior to the proposal due date. Interested parties may withdraw their proposals if San Juan County and the selected interested party cannot agree on contract terms.
- G. <u>Independent Contractors</u>: Interested party agrees that if he/she/it enters into a contract with San Juan County, he/she/it will be an independent contractor and have no authority, express or implied, to bind San Juan County to any agreements, settlements, liability, or understanding whatsoever with any third party and will have no interest in any benefits provided by San Juan County to its employees.
- H. <u>Free and Competitive Bidding:</u> Any agreement or collusion among prospective interested parties to fix a price or limit competition shall render the proposal void and such conduct shall be unlawful and subject to criminal sanction.
- I. <u>Insurance:</u> If awarded the contract, an interested party will, at its sole cost and expense, secure and maintain both prior to the commencement of the term of the contract and for the duration of the contract, insurance coverage as follows:
  - (1) <u>General Liability Insurance as follows</u>: Occurrence form commercial general liability insurance with the following minimum limits:
    - (a) Each Occurrence \$1,000,000.00;
    - (b) Damage to Rented Premises \$50,000.00;
    - (c) Med. Exp. (Any one person) \$5,000.00;
    - (d) Personal & Adv. Injury 2,000,000.00;
    - (e) General Aggregate \$2,000,000.00;
    - (f) Products Comp/Op Agg. \$2,000,000.00; and
    - (g) Media Liability- \$1,000,000.00
  - (2) <u>Automobile Liability Insurance</u>: With minimums to satisfy the state of Utah's requirements;
  - (3) <u>Workers Compensation and Employers' Liability</u>: With minimums to satisfy the state of Utah's requirements or a valid waiver issued by the appropriate department of the state of Utah; and
- J. <u>Indemnification:</u> If awarded a contract and consistent with the terms and provisions of the written contract between San Juan County and the selected party, the selected party, for itself, and on behalf of its representatives, among others, shall agree and promise to indemnify, defend, save and hold harmless

San Juan County, and San Juan County's representatives, among others, from any and all claims, among other things.

- K. <u>Infringement:</u> An interested party shall not infringe on patents, copyrights, trademarks, or intellectual property rights. The consequences from violation, including costs of defending a claim and indemnification from an action of a claim by a third party, shall be borne by the selected party.
- L. <u>Warranties</u>. If products, goods, or otherwise will be supplied or provided by the selected party, the selected party shall agree to the specific warranty provisions that will be set forth in the written contract entered into between San Juan County and the selected party.
- M. <u>Conflicting Terms of Provisions</u>: If any portion of this RFP conflicts in whole or in part with a written agreement entered into between the selected party and San Juan County subsequent to the issuance of this RFP, the subsequent written agreement between the selected party and San Juan County shall control.

#### XIV. <u>RFP SUBMISSION REQUIREMENTS AND NOTICE TO INTERESTED PARTIES ON HOW TO POTENTIALLY PROTECT</u> <u>CERTAIN PORTIONS OF THEIR PROPOSALS</u>

All interested parties shall submit five (5) copies of their proposal to San Juan County along with the completed form attached as "Attachment A" hereto. Four copies of the interested party's proposal shall be full and complete copy and shall be submitted in hard copy form by either mailing or hand-delivering such copy as follows:

If Provided by Mail:	If Provided by Hand Delivery:
San Juan County	San Juan County
Attn: Mack McDonald	Attn: Mack McDonald
117 South Main Street	117 South Main Street, Room #202
PO Box 9	Monticello, Utah 84535
Monticello. Utah 84535	

The fifth copy shall be submitted in "PDF" form. This copy may be submitted on a CD, flash drive, or other electronic storage medium and provided, along with the first copy, either in the mail or by hand delivery.

If the interested party's proposal either does not contain information that may be protected under Section 63G-2-305(1) or (2) of the Utah Code or the interested party does not want to protect information that could be protected under Section 63G-2-305(1) or (2) of the Utah Code, then the interested party's second copy of its proposal, provided in "PDF" form, shall be a full and complete copy of the interested party's proposal.

If, however, the interested party's proposal does contain information that may be protected under Section 63G-2-305(1) and/or (2) of the Utah Code, and the interested party would like to protect such information in its proposal, then the interested party shall comply with Section 63G-2-309 of the Utah Code.

If the interested party does not strictly comply with all of the foregoing provisions of this section, San Juan County, upon receiving a GRAMA request for the interested party's proposal, will release a full and complete copy of the interested party's proposal.

All costs associated with the preparation of the proposal, as well as any other related materials, will be the sole responsibility of the interested party. All proposals become the property of San Juan County upon submission. San Juan County reserves the right but is not obligated, to reject any or all proposals submitted.

Further submission requirements are set forth in the sections below:

# Attachment A

# San Juan County RFP Form

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

Respondent Name: (Note: give exact legal name as it w	vill appear on the contract if awarded)
Address:	
City: State: _	
Business Structure: Individual or Sole Proprietorship Partnership Corporation Limited Liability Company Other, list business structure	
insurance requirements if awarded the con	ance certificate, orYou are willing to get the proper ntract during contract negotiation. who San Juan County or their representative may contact
Name: Telephone Number: E-Mail:	
Final Bid/Pricing Structure:	
By submitting this proposal, contract with San Juan County, if selected.	hereby certifies our willingness to enter into a
Signature	Date

# Attachment B Utah's Canyon Country Brand Package



# STYLE GUIDE

# **INTRODUCTION**

The purpose of this style guide is to explain the use of the brand style and to reinforce consistent application of the visual elements in all communications. This includes publications, presentations, and all other marketing materials both online and print. Guidelines on the use of the logo are included.

Your identity is the face and personality presented to the global community. It's as important as the products and services you provide. Your identity is the total effect of your logos, products, brand names, trademarks, advertising, brochures, and presentations— everything that represents you.

Because the brand cannot be compromised, we've created this guide to provide all the pertinent specifications you need to maintain its integrity. The guidelines set in this document are not meant to inhibit, but to improve the creative process. By following these guidelines, the materials you create will represent your company cohesively to the outside world.

- 1. PRIMARY LOGO
- 2. LOGO MISUSE
- 3. LOGO CLEAR SPACE
- 4. COLORS
- 5. TYPEFACE

# LOGO (Primary)

The primary logo is an important and valued graphic element and must be used consistently and appropriately, even minor variations will undermine and compromise the image of the branding.

- This logo is to be used in all applications, print or digital with both a light or dark background. This includes print ads, web ads, posters, flyers, billboards, signage, etc.
- 2 A black & white version of the logo may be used where applicable.
- 3 A one-color version of the logo may be used where applicable.





# APPROVED COLOR VARIATIONS



# **LOGO Misuse**

When reproducing any logo elements, only the original high resolution or vector graphic files should be used. Below are some standards that need to be followed to avoid distortion and misrepresentation of the logo.

# **1** LOW CONTRAST

The backdrop for the logo's placement is too similar to the primary color, it lacks visibility and contrast.

# 2 COMPRESSED/STRETCHED/TILTED/ROTATED

The logo has become distorted, stretching, rotating or squishing the shape and text.

# **3 CHANGED COLORS**

Colors outside of the selected brand color scheme have been used. This

is not recommended, as it confuses the brand image.

# 4 COMPLEX NON-PHOTOGRAPHIC BACKGROUND

The background is to complex to be able to see the logo clearly.



# **Logo Clear Space**

Always make sure that the integrity of the logo is preserved by providing a "clear space" within which no text, picture, illustration or other element shall be present. The defined clear space should be used with all instances of logos.

> The minimum "clear space" should be no less than the height of the 'Y' from the word 'Country' as defined below by 'X'.



**CLEAR SPACE** 



# Colors

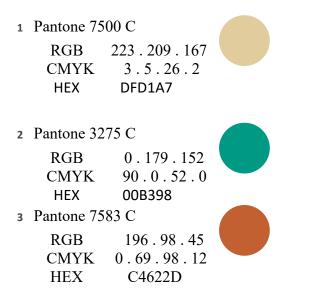
# (Primary)

The below colors are the only colors that are to be used in the logo as established in their corresponding sections of the style guide.

1 Pantone 762	26 C 3	Pantone 4625 C	
RGB	198 . 53 . 39	RGB	79 . 44 . 29
СМҮК	0.93.95.2	СМҮК	30. 72 . 74 . 80
HEX	C63527	HEX	4F2C1D
2 Pantone 13 RGB CMYK HEX	C 4 204 . 138 . 0 2 . 39 . 100 . 10 CC8A00	Pantone 7750 C RGB CMYK HEX	101 . 102 . 53 25 . 15 . 94 . 58 656635

# (Secondary)

The below colors are additional colors that can be used sparingly and situationally to supplement the primary palette where needed. Examples of acceptable use would be CTA buttons on digital assets, icons and subtle graphical elements. These colors should never replace the primary colors in the logo for any reason.



# **Typeface**

Utah's Canyon Country uses the following typefaces to help communicate its message.

# **1 GEARED SLAB**

Geared Slab should be used primarily in headlines and callouts for all instances of copy in all forms of external communication including letters, advertising, promotional materials, branding etc.

Regulara b c d e f g h i j k l m	
1234567890,;!?&	

# A B C D E F G H I J K L M N O P Q R S T U V W X Y Z n o p q r s t u v w x y z

# **2 AVENIR NEXT CONDENSED**

Avenir Next Condensed should be used primarily in body copy, supportive copy and captions for all instances of copy in all forms of external communication including letters, advertising, promotional materials, branding etc.

Regular

ABCDEFGHIJKLMNOPQRS TUVWXYZ abcdefghijklmnopqrstuvwxyz 1234567890,.:;!?&

# Attachment C: Form Fee Proposal

# Package 1

	# of	Cost Per	
	hours	Hour	Total Cost
Estimated Hours to Create SJC Trail Content Pages			
Hourly Rate to Create Content Pages			
Hourly Rate to Edit Trail Content Pages			
Estimated Cost to Create SJC Trail Maps for UTV			
Estimated Cost to Create SJC Trail Maps for ATV			
Estimated Cost to Create SJC Trail Maps for Jeeps			
Estimated Cost to Create SJC Trail maps for Cross Country Ski			
Estimated Cost to Create SJC Camping Maps.			

## Package 2

	# of	Cost Per	
	hours	Hour	Total Cost
Estimated Hours to Create SJC Trail Content Pages			
Hourly Rate to Create Content Pages			
Hourly Rate to Edit Trail Content Pages			
Estimated Cost to Create SJC Trail Maps for UTV			
Estimated Cost to Create SJC Trail Maps for ATV			
Estimated Cost to Create SJC Trail Maps for Jeeps			
Estimated Cost to Create SJC Trail maps for Cross Country Ski			
Estimated Cost to Create SJC Camping Maps.			
Package 3		•	•

rackage 5			
	# of	Cost Per	
	hours	Hour	Total Cost
Estimated Hours to Create SJC Trail Content Pages			
Hourly Rate to Create Content Pages			
Hourly Rate to Edit Trail Content Pages			
Estimated Cost to Create SJC Trail Maps for UTV			
Estimated Cost to Create SJC Trail Maps for ATV			
Estimated Cost to Create SJC Trail Maps for Jeeps			
Estimated Cost to Create SJC Trail maps for Cross Country Ski			
Estimated Cost to Create SJC Camping Maps.			



# **COMMISSION STAFF REPORT**

MEETING DATE:October 4, 2022ITEM TITLE, PRESENTER:Consideration and Approval of the Payment Processing Agreement with<br/>CSG Forte Payments, Inc for the Landfill Credit Card Payment System,<br/>Jed Tate, Landfill ManagerRECOMMENDATION:Make a motion approving the contract.

# SUMMARY

As we improve operations at the County Landfill, there continues to be a need of a point-of-sale operation for credit and debit cards. This contract is to enter into an agreement for a payment processing system that will take credit card payments at the scale house which is integrated directly into our Waste Works software.

# **HISTORY/PAST ACTION**

Currently staff has to manually enter in each credit card transaction in another system. This requires two separate systems and separate computers.

# FISCAL IMPACT

Costs of charging on a credit card will be borne by the customer in a minimal transaction free.

#### PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all applicable appendices and addendums hereto, is entered into as of  $\underline{Hugust}$  29, 20,22 (the "Effective Date") by and between CSG Forte Payments, Inc. ("FORTE" or "Party") a Delaware corporation and  $\underline{San Juan}$  (oun ty ("AGENCY" or "Party").

FORTE and its affiliates provide payment processing and related services including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

#### 1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Agency at any given time shall apply.

#### 2. USAGE

2.1 Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a nonexclusive and non-transferable license to access and use FORTE's products and services contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither AGENCY nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.2 AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE, and for User access to FORTE's systems either directly or through software.

#### 3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know- how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to AGENCY (or any of its affiliates), even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which AGENCY or any of its affiliates may have in and to such refinements and improvements. All reference to any of FORTE's service marks,

trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance the requirements, including periodic updates thereto, as provided at <a href="http://www.forte.net/trademark">http://www.forte.net/trademark</a>.

# 4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including but not limited to proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property as defined herein confidential in perpetuity.

Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to information which can be used to identify an individual consumer (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, payment history, and other unique identifiers) ("Personal Information"). As such, each Party shall: (i) keep all Personal Information in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use Personal Information solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect Personal Information that are at least as rigorous as accepted industry practices; (iv) as applicable, have in place a program that complies with applicable legal requirements regarding Personal Information.

Except with respect to Personal Information, this section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Association.

# 5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of Five (5) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days' prior written notice of termination to the other Party.
5.2 Termination In the event of a meterial have a failed of the second seco

5.2 Termination. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to AGENCY or its financial condition; or (ii) AGENCY experiences excessive chargebacks; or (iii) AGENCY experiences an actual or suspected data security breach; or (iv) AGENCY violates any applicable Law, Rule or Regulation; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

# 6. TRANSACTION PROCESSING

6.1 Accepting Transactions. FORTE shall process Credit Card, Debit Card and ACH Transactions on the AGENCY's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 Sale Transactions. If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

- 6.1.2 Auth/Capture Transactions. If a Transaction is sent to FORTE for authorization only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding "capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.
- 6.2 **Transaction Format**. FORTE is responsible only for processing Transactions which are received and

approved by FORTE in the proper format, as established by FORTE.

6.2.1 **Card Not Present Transactions.** For card-based transactions in which the card is not present, AGENCY must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.

6.3 **AGENCY Account**. In order to provide transaction processing services, FORTE may need to establish one or more service accounts on AGENCY's behalf or require AGENCY to establish a service account with a third party provider sub-contracting with FORTE.

6.4 **Limited-Acceptance Agency**. If appropriately indicated on AGENCY's application attached hereto, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card acquirer have no obligation other than those expressly provided under the Payment Association Operating Regulations and applicable law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 **Bona Fide Sales**. AGENCY shall only complete sales transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than AGENCY, or for purposes related to financing terrorist activities.

6.6 **Setting Limits on Transaction Amount**. AGENCY may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between card issuers; iii) the minimum transaction amount does not differentiate between dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 **Modifying Transactions**. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests, and delivered to FORTE. AGENCY agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network.

6.8 **Delay or Rejection of Transactions**. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, is missing information, which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.9 **Returned Items**. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.10 **Chargebacks.** AGENCY acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. AGENCY understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back, for any reason, the amount of such

Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY. 6.11 **Excessive Chargebacks**. Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, AGENCY's name and contact information as well as transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.12 **Resubmitting Transactions**. AGENCY shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or unless a new authorization is obtained from Constituent.

Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to 6.13 AGENCY's designated Settlement Account will occur within 72 hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Associations and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.14 **Provisional and Final Payment**. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Entries may be transmitted through the ACH Network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of AGENCY concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern their rights and obligations.

6.15 **Reporting**. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

# 7. TRANSACTION AUTHORIZATION

7.1 **Constituent Authorization**. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 **Retention**. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of five (5) years for health- related Transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

7.3 **Revoked Authorization.** AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new authorization from the Constituent.

#### 8. AGENCY PROHIBITIONS

AGENCY must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to Transactions, unless applicable law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY, v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY), or AGENCY is participating in a cash back service, vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY, or ix) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that, under no circumstance, will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Association including but not limited to the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

#### 9. AUTHORIZATION

9.1 **ACH Authorization**. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide Waste Works ("Partner") with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes Partner to originate Transactions and receive the corresponding results on its behalf.

#### **10. CONSTITUENT DISPUTES**

All disputes between AGENCY and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees that FORTE bears no responsibility or involvement in any such dispute.

#### 11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, Regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Associations, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

#### |||

#### **12. PRICING AND PAYMENT**

12.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Schedule(s) attached hereto or any amendments thereto. Pricing which utilizes an Absorbed Fee Model will be billed to the AGENCY

monthly in arrears and will automatically be debited from AGENCY's designated account via ACH Debit. Pricing which utilizes a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing which utilizes a flat service fee model are calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during any term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

## **13. LIMITS OF LIABILITY**

13.1 Neither Party shall be liable to the other Party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. The amount of damages recoverable by either Party from the other will not exceed that Party's actual, direct damages and will be limited to the amount of the average monthly fees and charges paid by AGENCY for the Service for the immediate three (3) month period prior to the event giving rise to the applicable claim. Neither Party will be liable for failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this section will survive the termination of this Agreement.

13.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

## 14. REPRESENTATIONS AND WARRANTIES.

14.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.

14.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.

14.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

14.2 AGENCY's Representations and Warranties. AGENCY represents and warrants to FORTE that:

14.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) AGENCY shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

14.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

#### 14.3 Mutual Representations and Warranties. Each Party represents and warrants to the other that:

14.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

14.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

14.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

#### **15. FORTE SERVICE POLICY.**

FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

#### **16. FORCE MAJEURE**

Neither Party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party shall give prompt written notice to the other Party and shall use all commercially reasonable efforts to minimize the impact of the event.

#### **17. ASSIGNMENT**

The rights granted under this Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

#### **18. CHOICE OF LAW**

This Agreement shall be governed by and construed in accordance with the internal laws of the State of  $\mu_{a}$ . Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Operating Guide, see Appendix D, Section 4 herein.

#### **19. AMENDMENT**

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

#### **20. PUBLICITY**

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

#### **21. NOTICE**

Any notice required to be given by either Party hereunder, shall be in writing and delivered personally to the other designated Party, or sent by any commercially reasonable means of receipted delivery, addressed, to that Party at the address most recently provided in writing. Either Party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

#### **Notices to FORTE:**

CSG Forte Payments, Inc. 500 W. Bethany Drive Suite #200 Allen, TX 75013 Attn: General Counsel

Mark M. (made) 11.7 South Main. P.D. Box

#### **Notices to AGENCY:**

#### **22. HEADINGS**

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

#### 23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

#### 24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

FORTE:

AGENCY:

By: \_\_\_\_\_

Ву: \_\_\_\_\_

Name:

Title:

22

#### APPENDIX A DEFINITIONS

ACH Network – Automated Clearing House Network is a batch processing, store-andforward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

**Business Banking Day** – Monday through Friday excluding banking holidays.

**Chargeback** – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant) and the account owner.

**Confidential Information** - Confidential Information may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party's company(s) or investments or

18.10.01 Page 10 its internal administrative, billing and accounting systems, customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party's products and services that is not generally available to the public.

# Credit Entry (or "Entry) – An ACH/EFT

Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

# Debit Entry (or "Entry") - An ACH/EFT

Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

**ODFI** – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

**Originator** – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

**Payment Association** – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA.

**PCI-DSS** – System security measures established by the various credit card companies, known as the Payment Card Industry Data Security Standards. **RDFI** – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

**Receiver** –An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

**Reserve** – A specific amount of money that is held in your Merchant account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant.

**Returned Entries** – Any Transaction that is not able to be completed successfully and is returned/rejected back to the Originator.

**Rules** – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions and parties that participate in the associated payment network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

Settlement Entry – A Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

**Transactions** –Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

**Users** - All individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of Merchant directly or

18.10.01 Page 11 through software that accesses the FORTE systems through Merchant's systems, by using Merchant's access credentials or any other access reasonably presumed to be on behalf of Merchant.

#### APPENDIX B ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by Agency that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or Laws; and (ii) shall be used solely for the intended use as stated by Agency on the application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <a href="http://www.forte.net/fair-credit-reporting-act">http://www.forte.net/fair-credit-reporting-act</a>; (iii) Agency will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) Agency acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

#### 2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Agency understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Agency is declining based on other grounds and/or information. Further, if Agency does decline services to a FORTE approved consumer or customer based on alternate information, Agency shall not provide FORTE's contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Agency shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Agency wants to verify.

**3. Retention of Data.** Agency acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

#### APPENDIX C ACCOUNT UPDATER SERVICES

1. Description of Services. Participating Visa/MasterCard Issuers submit their account changes to the Account Updater Database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized transactions against the Account Updater Database. FORTE will then update the tokenized card information on file with updated account information.

## 2. Agency Requirements for Account Updater Participation.

- a. AGENCY must be properly established and registered in the United States.
- b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, American Express, or Discover programs.
- c. AGENCY must be in compliance with all Card Association Operating Regulations.
- d. AGENCY must submit inquiries only for those accounts with which the merchant has an ongoing customer relationship and customer's authority to submit such payments.
- e. AGENCY may not request authorization on accounts that have returned "Contact Cardholder" or "Closed."
- f. AGENCY must not submit inquiries on behalf of any other entity.
- g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

#### APPENDIX D AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the "Operating Guide") is hereby incorporated by reference into this Agreement and can be found at

www.americanexpress.com/merchantopguide.

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American 4. Express Transaction Data (which for purposes of this section shall have the same definition as "Transaction Data" in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the "Card") marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant's website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

18.10.01 Page 15 • A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.



## **COMMISSION STAFF REPORT**

MEETING DATE:	October 4, 2022
	Consideration and Approval of Change of Vendor for Purchase of 2 Mack Dump Trucks for \$484,484.00, This is a Modification of the Request Originally Approved on 06/21/2022, Changing Vendors Will Save \$15,516, Presented by TJ Adair, Road Superintendent
<b>RECOMMENDATION:</b>	Approve Modification

## SUMMARY

San Juan County Road Department had been approved to purchase two trucks in the amount of \$250,000.00 each. When the order was placed, Peterbilt did not honor the quoted price and indicated the new price would be \$267,970.00 each; citing fuel surcharges, material, and marketing fees.

Because of budgeting, an estimate was obtained from Bruckner's Truck and Equipment for Mack dump trucks with the same specifications. Bruckner's quoted \$242,242.00 per truck.

Due to the circumstances, San Juan County Road Department would like to modify the vendor to purchase the trucks from and purchase from Bruckner's Truck and Equipment.

## **HISTORY/PAST ACTION**

Request originally approved on 06/21/2022 for \$500,000.

## FISCAL IMPACT

\$242,242.00 each truck with complete set up. One truck is budgeted in 2022's budget and the other will be budgeted in 2023. Delivery of the trucks will be in 2022 and 2023. Payment will be made upon delivery which will be in different budget years.

Item 21.

Item 21.

Adair, Todd <tadair@sanjuancounty.org>



Fwd: Plow Truck Price Change

1 message

Musselman, Ked <kmusselman@sanjuancounty.org> Wed, Aug To: Todd Adair <tadair@sanjuancounty.org>, Mack McDonald <mmcdonald@sanjuancounty.org>

Wed, Aug 17, 2022 at 12:40 PM

------ Forwarded message ------From: **Steven Schultz** <SSchultz@jgpete.com> Date: Tue, Aug 16, 2022 at 1:18 PM Subject: Plow Truck Price Change To: kmusselman@sanjuancounty.org <kmusselman@sanjuancounty.org>

Ked, last week Peterbilt informed us of a price increase on all of our truck models. Unfortunately I have to raise the price on the 2 plow trucks you have on order. As you know with the rising cost of fuel all areas of our truck cost have gone up significantly in the past 6-12 months & our discount levels have gone down for all 2024 model year trucks. Our cost increases are:

- Chassis Material Cost
- Fuel Surcharges
- Delivery Fees
- Marketing Fees
- PDI
- Extended Warranties

Your new truck price is:

- \$174,980.00 Chassis
- \$ 92,990.00 Body
- \$267,970.00 Total per Truck

There are hundred's of suppliers that make up the manufacturing of a commercial truck. During Covid many of them went out of business. Most were in a foreign country and couldn't control what their government forced them to do. Which was shut down completely. That left fewer suppliers for the same amount of demand. Since then fuel prices have skyrocketed. Which affect's the cost of manufacturing just about everything. I am frustrated and very sorry to have to send this email to you. It's been a week I won't ever forget. I will call you asap ! Thank You !

#### ltem 21.

#### JACKSON GROUP PETERBILT



STEVE SCHULTZ NEW AND USED TRUCK SALES Office: 970-639-7216 Cell: 906-396-7535 sschultz@jgpete.com

GRAND JUNCTION PETERBILT 309 Raptor Road Fruita, Colorado 81521 www.jgpete.com

Ked Musselman San Juan County North Shop Foreman Phone: (435)587-3230 Fax: (435)587-2771

---





Mack Trucks www.macktrucks.com

## **TECHNICAL SPECIFICATION GRANITE 64FR MACK SPEC**



#### APPLICATION PACKAGES

CHASSIS CONFIGURATION PACKAGE MPK07K

DESCRIPTION

ONEBOX EATS, LH BATTERY BOX, 6.6 GALLON (25L) SLEEVED DEF, 22" SLEEVED LH FUEL TANK

CUST	romer/vehici	LE INFO	DESCRIPTION
S	002F52	CHASSIS (BASE MODEL)	GRANITE 64FR MACKSPEC
s	99X93X	ASSEMBLY PLANT	Made in Macungie, PA USA
s	J7DACX	PRODUCTION ORDER PLANNING (CA)	PRODUCTION ORDER PLANNING, SHORT TO MEDIUM LEAD TIME
	MP2001	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND
S	013001	TYPE OF SERVICE	COMMERCIAL
S	M98018	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION
	MBT02T	EMISSION WARRANTY CERTIFICATION	CARB + EPA for Mack MP7 / MP8 Diesel
s	5050B5	INITIAL REGISTRATION LOCATION	USA REGISTRATION
S	534014	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH
s	DHX10X	ROAD CONDITION	WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE
	0050M5	VEHICLE USE & BODY/TRAILER TYPE	SNOW PLOW FRONT MOUNTED
	2KEC1X	TRAILER TYPE	FIXED DRAWBAR TRAILER AND CENTERED AXLES
	DKXG2X	GROSS COMBINATION WEIGHT (CA in PC29 only)	80,000 LB (36 TONNES) GROSS COMBINATION WEIGHT
S	70BB1X	BRAKE REGULATION	BRAKE REGULATION, STOPPING DISTANCE 94M (310FT)
	QCXC1X	TOPOGRAPHY	GRADES <9% GREATER THAN 98% OF DRIVING DISTANCE MAX GRADE 20%
S	E1BD1X	AMBIENT TEMP UPPER LIMIT (GTA)	AMBIENT TEMPERATURE HOT. WARMER THAN 104 F (40 C) ALLOWED UP TO 25 HOURS PER YEAR
S	032A89	TERRAIN GRADE	ON-OFF HIGHWAY, STARTING GRADES<18%
S	033A10	LOADING SURFACE	CONCRETE LOADING AND / OR UNLOADING SURFACE
	0342A2	VEHICLE VOCATION	CONSTRUCTION SERVICE

ENGIN	E/TRANSMISS	IONS	DESCRIPTION
	100450	ENGINE PACKAGE, COMBUSTION	MP8-445C MACK 445HP @ 1400-1700 RPM (PEAK) 2100 RPM (GOV) 1850 LB-FT, US'21
S	3GCB1X	GHG APPLICATION, VEHICLE	GREEN HOUSE GAS VOCATIONAL APPLICATION
	136AG0	TRANSMISSION	FULLER RTLO-18918B (14.40/0.73)
S	V4EZ9X	GEARBOX 12TH GEAR LOCK-OUT	WITHOUT 12TH GEARBOX GEAR LOCK-OUT

EXHAU	IST/EMISSION	S	DESCRIPTION
	CIRAA4	CARB 2008 IDLE REGULATION	IDLE EMISSION CERTIFICATION, CARB (WITH DECAL LOCATED ON LOWER LH CORNER / DRIVER DOOR
S	DPF04F	DPF DIESEL PARTICULATE FILTER	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21
S	MCF07F	CHASSIS MOUNTED EMISSIONS FINISH	W/O DEF COVER & PAINTED DPF COVER
S	DF1001	DIESEL EXHAUST FLUID TANK	6.6 GALLON (25 L) 22" LEFT SIDE FUEL TANK MTD
	130AD7	EXHAUST	SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END
	KRXAPX	EXHAUST STACK HEIGHT	9' 6" FROM GROUND
S	Q0AA1X	EXHAUST SYSTEM MATERIAL FINISH	W/O BRIGHT FINISH EXHAUST
	78ADAX	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2022

ENGI	NE EQUIPMEN	IT	DESCRIPTION
S	125045	AIR CLEANER	UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR INTAKE FROM BOTH SIDES OF HOOD

ENGI	NE EQUIPMEN	T	DESCRIPTION
s	121AA5	BUG SCREEN	BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WINTER FRONT COVER
S	1130G3	AIR COMPRESSOR/DRYER	WABCO AIR DR SS-HP AIR DRYER W/ WABCO 636 (37.4 CFM) AIR COMPRESSOR
S	132AB9	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE
s	316AA6	BATTERIES	(3) MACK 12V 650/1950 CCA THREADED STUD TYPE
S	393AA2	BATTERY BOX - MOUNTING (X)	LH RAIL UNDER CAB FORWARD OF FUEL TANK (3 BATTERY MAX)
S	L5XA1X	BATTERY BOX COVER	MOLDED PLASTIC
s	NCXA5X	STARTER MOTOR	12 VOLT DELCO 39MT-MXT
	110AA6	ENGINE BRAKE	MACK MP8 POWERLEASH
s	JMXB1X	ENGINE BRAKE LIGHTING (CA)	VEHICLE AND TRAILER (IF APPLICABLE) STOP LAMPS ACTIVATE UPON SERVICE BRAKE APPLICATION ONLY(3899000)
S	118AB8	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE
s	119AI9	COOLANT PROTECTION	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PINK) TO - 34DEG, W/ FILTER
	H9XK1X	RADIATOR TYPE	RADIATOR, CORE AREA W/O FEPTO 1345sq in (86sq dm), CORE AREA W/ FEPTO 1296sq in (83sq dm)
S	124AA3	HOSES - RADIATOR/HEATER	MACK EPDM RADIATOR & HEATER HOSES
S	293043	FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE V2 (INTEGRAL W/ PRIMARY FUEL FILTER)
S	MCA04A	ENGINE HEATERS	120v 1500w BLOCK HEATER ONLY (120V-15A PLUG)
s	QHXC1X	OIL SUMP	OIL PAN

CLUTG	I/TRANS EQU	IPMENT	DESCRIPTION
	492032	GEAR SHIFTER	EATON/FULLER SHIFTER
	133AD6	CLUTCH	EATON ADVANTAGE SOLO 9-SPRING,2PLATE 15.5" CERAMIC 6 PADDLES, SELF ADJUST
	MCB01B	CLUTCH ACTUATION SYSTEM & PEDAL PAD	AIR ASSIST CLUTCH CABLE SYSTEM WITH OPEN GRATE PEDAL
	6VAAAX	ENGINE START CONDITION	CLUTCH OPERATING SWITCH PREVENTS STARTER ENGAGEMENT UNLESS PEDAL IS FULLY DEPRESSED
S	195045	DRIVELINE - MAIN	MERITOR RPL35, WITH CROSS SERRATED YOKE (PROPS-XL)
S	204014	DRIVELINE - INTERAXLE	MERITOR RPL25
S	76AXAX	PROPELLR SHAFT MAIN, UNVSL JNT	UNIVERSAL JOINT CROSS SERRATED YOKE
S	8WAAAX	PROP SHAFT INTERAXL UNIV JOINT	HALF-ROUND UNIVERSAL JOINT
S	4LDA1X	TRANSMISSION OUTPUT TORQUE	TRANSMISSION OUTPUT TORQUE BASIC
S	RCXB1X	BELL HOUSING	ALUMINUM
	7RXB1X	LUBRICANTS, TRANSMISSION	SYNTHETIC OIL IN TRANSMISSION
	139AA2	TRANSMISSION OIL COOLER	TRANS OIL COOLER (INTEGRAL OIL PUMP)

DESCRIPTION FRONT AXLE EQUIPMENT 20000# (9100 KG) MACK FXL20 WIDE PIVOT CENTER STRAIGHT SPINDLE/UNITIZED FRONT AXLE 240AA3 BEARINGS **SPRINGS - FRONT** MACK TAPERLEAF HD 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS 244AB5 2410L1 FRONT AXLE BRAKES MERITOR EX+ AIR DISC BRAKES 430MM (17") H-TYPE FRONT BRAKE DISC LIGHTWEIGHT U3XD1X BRAKE, FRONT AUTOMATIC FOR AIR DISC BRAKES U0AF1X FRONT BRAKE ADJ. MANUFACTURE FRONT BRAKE CHAMBER MANUFACTURER, WABCO V7AF1X FRONT BRAKE CHAMBER MFG. BASIC HUB UNITIZED IRON, FRONT 0KXG1X HUB MATERIAL, FRONT SHOCK ABSORBER, FRONT DOUBLE ACTING TYPE s 1KAA1X SHEPPARD SD110 + HD94 245AB0 STEERING

**DATE** 6/16/2022

REAF	R AXLE EQUIP	MENT	DESCRIPTION
	268AB3	REAR AXLE	52000# (23600kg) MACK S522R CAST DUCTILE HOUSING
S	018AA6	CARRIER - REAR AXLE	CRDP150/151 AVAILABLE WITH OPTIONAL DRIVER CONTROLLED INTERWHEEL DIFFERENTIAL LOCKS, SEE 254 SYMBOL
	TAXHLX	REAR AXLE RATIO	4.50 RATIO
	186AD0	REAR SUSPENSION	MACK mRIDE 52 PARABOLIC 3-LEAF, 52,000 lb, HEAVY DUTY
	GWXDGX	BOGIE SPREAD, REAR	54" AXLE SPACING (BOGIE WHEELBASE)
	YVXA1X	REAR SHOCK ABSORBER	REAR SHOCK ABSORBER
S	237037	AUX.SPRING BRAKE QTY	AUX SPRING BRAKE QTY, 4 CHAMBERS
	253AB3	BRAKES - REAR	MERITOR EX+ AIR DISC BRAKES, 430MM (17") - H TYPE (Total for QTY = 2)
	U4XD1X	BRAKE, DRIVE, REAR	BRAKE DRIVE, REAR, DISC LIGHTWEIGHT
	U1AG1X	REAR BRAKE ADJ MANUFACTURE	AUTOMATIC SLACK ADJUSTERS FOR REAR AIR DISC BRAKES (Total for $QTY = 2$ )
	V1AE3X	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 24/24 TYPE
	N5FBFX	BRAKE ORI REAR-MOST DRIVE AXLE	DISC BRAKE CHAMBER ORIENTATION: Middle Mount - Forward of Axle - Chamber Inward
	300AF0	PARKING BRAKE CHAMBER	WABCO BRAKE CHAMBERS VENDOR (Total for $QTY = 2$ )
	0LXE1X	HUB MATERIAL, DRIVE	CONMET IRON HUBS W/PRESET BEARINGS & SEALS
s	3LAC1X	POWER DIVIDER LOCKOUT	POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT
S	7WXB1X	LUBRICANTS, REAR AXLE(s)	75W - 90 (SYNTHETIC LUBRICANT)
	254AB7	TRACTION DIFFERENTIAL	DRIVER CONTROLLED INTER WHEEL DIFFERENTIAL LOCK ALL RR.AXLES W/INDIVIDUAL SWITCHES
S	698078	ANTILOCK BRAKE SYSTEM	BENDIX WITH TRACTION CONTROL 4S4M
s	URXD1X	BRAKE VALVE VERSION	BENDIX SWITCHES AND VALVES WHERE POSSIBLE
S	H9CA1X	TRACTION CONTROL DISABLE (CA in	AUTOMATIC TRACTION CONTROL (ATC) FULL DISABLE SWITCH

FRAN	IE EQUIPMEN.	T/FUEL TANKS	DESCRIPTION
	271228	WHEELBASE	228"
	374063	AF (OVERHANG)	63"
	MCE0FE	FRAME RAILS & LINERS	11.1 x 105 x 300mm - (0.437" x 4.13" x 11.81"); RBM 3,160,000 LB-IN
	A0XF3X	FRONT FRAME LENGTH	BUMPER POSITION EXTENDED 20" (SNOW)
	281AA6	CROSSMEMBERS	BOC AND INTERMEDIATE CROSSMEMBERS, HD I-BEAM
s	Q5AA1X	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER
s	X6XA1X	REAR FRAME TREATMENT	WITHOUT TAPERED FRAME RAIL ENDS
s	4DXM9X	FRONT BUMPER	EXTENDED-SWEPT BACK-STEEL
s	4ZAAAX	CROSSMEMBER, BOGIE TYPE	BASIC SOLUTION TRUNNION BRACKET, STD HEIGHT
S	4EXG1X	TOWING DEVICE, FRONT	HOOKS
	6PXD1X	TOWING DEVICE, REAR	HOOKS - FRAME MOUNTED
s	2RAA1X	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK
	288AF5	FUEL TANK - LH	88 GALLON (335 L) 22" ALUMINUM, SLEEVED D-SHAPED
S	290AA1	FUEL TANK - RH	W/O RH FUEL TANK
s	JHXB1X	FUEL HOSES, LIQUID	BRAIDED HOSE
s	8520C2	FUEL FILLER NECK OPTIONS	WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP
	12AA1X	FUEL LINE OPTIONS, LIQUID	W/O FUEL LINE OPTION
s	Q2AA1X	CAB INSTEP VERSION	STANDARD 2 STEP CAB ACCESS

AIR/	BRAKE		DESCRIPTION
S	UWXC1X	AIRTANK DRAIN VALVE	MANUAL (PETCOCK) DRAIN VALVES ON ALL TANKS
s	U2XB1X	AIRTANK MATERIAL	STEEL AIR TANK PAINTED CHASSIS COLOR

PRICELIST DATE 20220523

PC29 only)

QUOTATION BRUC2022000052F292

DATE 6/16/2022 PAGE 3 of 8

228

Item 21.

ltem 21.

S	7860E6 V8DZ1X	FIRE EXTINGUISHER CARBON MONOXIDE DETECTION SYS	REARWARD WITHOUT CARBON MONOXIDE DETECTION SYSTEM
	7860E6	FIRE EXTINGUISHER	5LB (ABC RATED) MOUNTED BETWEEN DRIVER SEAT BASE AND DOOR VALVE AIMED REARWARD
S	3XAA1X	DASH INDICATOR - LAMP BODY OUT OF POS	DASH MTD, INDICATOR BODY/HOIST UP "BODYBUILDER LAMP"
S	I0XAHX		(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED
S	EEXA1X	CUPHOLDER	CUPHOLDER
S	173AA5	AIR CONDITIONING/HEATER	BLEND AIR HVAC W/"ATC" TEMP REGULATION
	I6AA1X	AUXILIARY PNEUMATIC OUTLET CAB (CA family in PC29 only)	AUX. INCAB PNEUMATIC LINE CLEANOUT
	E1AAAX	GAUGE OIL TEMP-REAR AXLE	REAR AXLE OIL TEMP GAUGE IN DID (DRIVER INFORMATION DISPLAY)
S	198048	GAUGES - UNIT OF MEASURE	U.S. UNITS (PREDOMINANT)
CAB	INTERIOR (A T	HRU G)	DESCRIPTION
S	1PAZ1X	CAMERA, SURVEILLANCE	WITHOUT CAMERA
S	2PEZ1X	DATA CAPTURE	WITHOUT DATA CAPTURE
S	MCQ01Q	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM
SPEC	IALTY EQUIPN	IENT	DESCRIPTION
S	B83083	BODY BUILDER INTERFACE	BODY LINK III W/CAB PASS-THRU
рто	TYXE1X	POWER TAKE OFF CONTROL	DESCRIPTION TRANSMISSION PTO SWITCH AND LIGHT WITH WIRING AND PIPING FOR LOCAL INSTALLATION
	321031	PC29 only) TRAILER ELECTRICAL RECEPT	SINGLE 7 PINS STD SAE TYPE, END OF FRAME
	WHXQ2X	TRAILER CONNECTION POSITION (CA in	
TRAI	LER CONNECT WGXA1X	IONS TRAILER BRAKE VALVE	DESCRIPTION HAND CONTROL VALVE FOR TRAILER BRAKES W/ AIR CONNECTIONS OR SERVICE BRAKES W/O AIR CONNECTIONS
S	NEXC1X	TAIL LAMPS	INCANDESCENT TAIL LAMPS
s s	LSXJ7X X2AA1X	DAYTIME RUNNING LIGHTS DRL OVERRIDE SPEED THRESHOLD	DRL OVERRIDE SPEED THRESHOLD 8 KMPH (5 MPH)
s	3120A2		DIRECTIONAL SIGNAL W/OVERRIDE SWITCH, PARK BRAKE & ENGINE RUNNING ACTIVATED
		BOOF & SIDE MARKER LIGHTS	DESCRIPTION (5) TRUCKLITE CHROME BULLET ROOF MARKER & STANDARD MARKER /
		PARKING BRAKE VALVE	PARK
	1JAABX	PARKING BRAKE VALVE	KEY ON & KEY OFF TWO (2) VALVE DUAL BRAKE SYSTEM - TRAILER SUPPLY AND TRACTOR-TRAILER
	3MBC1X	PARK BRAKE ALARM	ELEC HORN TO SOUND WHEN DRIVER DOOR OPEN W/PARK BRK RELEASED AND
S	141AA1	RELOCATE AIR RESERVOIRS	W/O RELOCATED AIR TANKS

20220523

BRUC2022000052F292

6/16/2022

4 of 8

ltem 21.

CAB I	NTERIOR (H TH	IRU R)	DESCRIPTION
S	1740D4	AUDIO ACCOMMODATION	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH
S	73AC1X	ANTENNA - RADIO	RADIO ANTENNA, CAB MOUNTED BEHIND LH DOOR
S	0LAA1X	AUDIO SHUTOFF	AUTO SHUTOFF FOR RADIO ENTERTAINMENT SYSTEM WHEN VEHICLE IS ENGAGED IN REVERSE
s	1WAB1X	POWER LEADS	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE
S	5CXB2X	AUDIO SPEAKER LOCATION	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL
S	5JXAIX	COM.RADIO PREP KIT (CB)	CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE
S	IFXB1X	REAR WALL STORAGE COMPARTMENT	STORAGE POUCH REAR

CAB IN	TERIOR (S TH	IRU Z)	DESCRIPTION
S	004014	INTERIOR TRIM LEVELS	STANDARD PACKAGE, STEEL GRAY (Package 11A)
S	196AAA	SEAT - DRIVER'S	MACK-AIR, HIGH BACK, 1 CHAMBER AIR LUMBAR
S	MAPB2X	SEAT COVERING - DRIVER'S	DRIVER'S SEAT - STEEL GREY VINYL
S	197AA1	SEAT - PASSENGER'S	MACK-FIXED, HIGH BACK
s	MAQB2X	SEAT COVERING - PASSENGER'S	PASSENGER'S SEAT - STEEL GREY VINYL
s	592092	SEAT BELT(S)	LAP & SHOULDER (BOTH SEATS) CAB MOUNTED SHOULDER BELT ADJUSTMENT (NOT AVAIL W/EXTENDED RIDER SEAT)
S	D8XC1X	SEAT BELT REMINDER	SEAT BELT REMINDER IN INSTRUMENT, WITH AUDIO
S	2QAA1X	IGNITION TYPE	KEY TYPE
S	161005	STEERING WHEEL	2 SPOKE URETHANE GRIP, GUNMETAL SPOKES, W/O SWITCHES
S	WSXBAX	WINDSHIELD TYPE	TWO PIECE WINDSHIELD
S	145AA1	CAB GLASS	TINTED WINDSHIELD & SIDE WINDOWS & REAR WINDOW (IF EQUIPPED)
S	JQXAAX	WASHER RESERVOIR POSITION	W/O WINDSHIELD WASHER OPTION
S	148AA3	WINDSHIELD WIPERS	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE

CAB EX	TERIOR		DESCRIPTION
S	MCY02Y	HOOD LATCH TYPE & FINISH	STRAP TYPE HOOD LATCH WITH BLACK FINISH
S	MCG0AG	EXTERIOR TRIM FINISH AND PACKAGES	GRANITE BRIGHT AIR INTAKE
S	400AA4	GRILLE	SILVER PAINTED W/O GRILLE SURROUND
S	MCD03D	PASSENGER SIDE VISIBILITY OPTIONS	AUXILIARY WINDOW IN RH DOOR
	5870B7	GRAB HANDLES	BF EXTERIOR CAB GRAB HANDLES, BLACK GRAB HANDLE RH INTERIOR WINDSHIELD POST
	26XA1X	HOOD HATCH	WITH INSPECTION HATCH FOR SNOWPLOW HOOD
S	154AA2	HORN - AIR	(1) MACK RECTANGULAR SINGLE TRUMPET
S	LXXD1X	HORN - ELECTRICAL	DUAL TONE
S	1520B2	MIRRORS - EXTERIOR	FLAT MIRROR - POLISHED ALUMINUM FINSH, W/O LAMPS
S	153AA2	MIRRORS - CONVEX TYPE CAB DOORS	BRIGHT FINISH, LH & RH, 8" DIAMETER CONVEX

AERO	DDYNAMIC DEV	/ICES	DESCRIPTION
S	MCM998	FRONT CHASSIS AERODYNAMIC PACKAGE	WITHOUT FRONT AERODYNAMIC FAIRINGS
WHE	ELS & TIRES		DESCRIPTION

WHEELS & TIRES		DESCRIPTION			
9003B0	TIRES BRAND/TYPE - FRO	NT 315/80R22.5 L M	IICHELIN X WORKS Z (18180 lbs	) (Total for QTY = 2)	
5313B1	WHEELS - FRONT	22.5x9.00 ALCO (Total for QTY =	A 89U63x CLEAN BUFFED, ALUN 2)	MINUM, 4.06" OFFSET, 10	HAND HOLE
901BN6	TIRES BRAND/TYPE - REAI	R 11R24.5 H MICH	IELIN XDS2 (26440 lbs) (DRIVE O	NLY) (Total for QTY = 8)	
3463Y6	WHEELS - REAR	24.5x8.25 ALCO (Total for QTY =	A 98U63x CLEAN BUFFED ALUM 8)	1INUM, 6.60" OFFSET, 10	HAND HOLE
PRICE		QUOTATION	DATE	PAGE	230
202	220523 E	RUC2022000052F292	6/16/2022	5 of 8	

Item 21.

WHEEL	LS & TIRES		DESCRIPTION
S	H1EB1X	DRIVE WHEEL STUDS	DRIVE WHEEL STUDS LONGER LENGTH
S	МСН03Н	FRONT HUB/WHEEL TRIM	WITHOUT FRONT HUB/WHEEL TRIM
S	MCI03I	REAR HUB/WHEEL TRIM	WITHOUT REAR HUB/WHEEL TRIM (Total for QTY = 2)
COMM	UNICATION SY		DESCRIPTION
S	3YAA1X	CO-PILOT - DISPLAY FEATURES ACCESS LEVEL	CO-PILOT DISPLAY, DRIVER ACCESS LEVEL 1
s	M30060	TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES
ENGIN	E ELECTRONIO	CS	DESCRIPTION
S	WOXA1X	OIL PRESSURE, ENGINE SHUTDOWN	OIL PRESSURE, ENGINE SHUTDOWN
S	WMXA1X	COOLANT TEMP, ENGINE SHUTDOWN	COOLANT TEMP, ENGINE SHUTDOWN
S	K5XA2X	ENGINE PROTECTION SYSTEM	ENGINE PROTECTION (SHUTDOWN)
	C7AABX	ENG FAN CNTL, A/C ON, TIME SET	ENG FAN CONTROL, A/C ON, TIME SETTING, 60 SEC
S	K7XY1X	ENGINE IDLE CONTROL	IDLE CONTROL, 600 RPM
S	X0AB0X	SMART IDLE ELEVATED IDLE RPM TIME	INCREASE 10 MINUTE MAXIMUM TIME
s	M3CA1X	IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED
S	B1ACAX	IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME
s	A8AALX	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY
s	A4AAEX	IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY
S	A6AABX	IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE
S	BOAAAX	IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT
s	M4CB1X	IDLE S/D OVERIDE %ENGINE LOAD	IDLE SHUTDOWN OVERIDE UPTO 20% ENGINE LOAD THRESHOLD
S	D2AAFX	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)
S	D3AAEX	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)
S	B3ABAX	EL HD THROTTLE,MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KMH (10 MPH)
S	B6ABAX	EL HAND THROTTLE, MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 1000 RPM
s	B4ADAX	EL HAND THROTTLE, MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM
S	B9AABX	EL HD THROTTLE, SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC
TRANS	MISSION ELE		DESCRIPTION
S	779001	TRANSMISSION ELECTRONICS PACKAGE	W/O ELEC TRANS PACKAGE OPTION (all non-Allison transmissions)
s	MAV01V	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	W/O ALLISON FUELSENSE 2.0 PROGRAMMING
		PROPERTIES	
VEHIC	LE ELECTRON	ICS	DESCRIPTION
S	JCXE6X	ROAD SPEED LIMITER SETTING	105 KM/H ROAD SPEED LIMITER(65 MPH)
S	Y3CC1X	PEDAL RSL SETTING	101 KM/H PEDAL ROAD SPEED LIMITER (63MPH)
S	JDXA1X	CRUISE CONTROL	CRUISE CONTROL
S	JFXLLX	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)
s	E3AACX	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)
S	E4AAAX	CRUISE RESUME WITH CLUTCH	CRUISE RESUME WITH CLUTCH
S	E5AACX	ENG BRK ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED
	L2CB1X	PDLO ENGAGED VLS	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 24KMH (15MPH)
s	W5BA1X	MAXIMUM ENG SPEED AT 0 MPH	1000 MAXIMUM ENGINE SPEED AT 0 MPH

DETECTION SPEED SENSR TMPRNG DETECTION OF SPEED SENSOR TAMPERING, ENABLE A4BAAX

PRICELIST DATE 20220523

s

QUOTATION BRUC2022000052F292

DATE 6/16/2022 PAGE

6 of 8

231

VEHIC	LE ELECTRON	lics	DESCRIPTION
S	8RXAEX	ENG TORQUE LIMIT, SPEED SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED
S	X3CB1X	DRIVER ID FUNCTION	DRIVER ID FUNCTION, DISABLED
S	0PAZ1X	DR PERFORMANCE PARAMETERS	WITHOUT DRIVER PERFORMANCE PARAMETERS
S	G5AAHX	ENGINE OVERSPEED, ALL COND, LOG	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM
S	G2AAGX	ENGINE OVERSPEED, FUELED, LOG	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM
S	G4AAUX	VEHICLE OVERSPEED, ALL COND, LOG	VEHICLE OVERSPEED, ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)
S	G3AAPX	VEHICLE OVERSPEED, FUELED, LOG	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)
S	G1AABX	ENGINE IDLE DELAY TO LOG	ENGINE IDLE DELAY TO START LOG, 2 MIN
S	W9A01X	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH

PTO E	LECTRONICS		DESCRIPTION
S	<b>F3AAEX</b>	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM
S	F5AABX	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	F6AABX	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC
S	F7AAPX	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM
S	F8AAGX	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	F9AABX	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM
S	H6AAEX	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM
S	HOAABX	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	G9AABX	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC
S	H7AANX	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM
S	H5AAGX	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	G8AABX	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM

PAINT			DESCRIPTION
S	950AD0	PAINT DESIGN	SINGLE COLOR
S	924014	PAINT TYPE	SOLID PAINT
S	944AA7	PAINT COLOR - FIRST COLOR	MACK WHITE; P9188
S	945998	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR
S	946998	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR
S	996AA3	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT
S	MPB944	CAB COLOR	SAME AS FIRST COLOR - CAB
S	MPD944	HOOD COLOR	SAME AS FIRST COLOR - HOOD
S	MPA998	ROOF FAIRING COLOR	WITHOUT ROOF FAIRING
S	951AA6	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE); P3036
S	958018	BUMPER	PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR
S	959019	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT
S	962032	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR
S	963033	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR

CALC	ULATED CODE	S - KAX	DESCRIPTION
S	9JXA1X	PROPCALC SELECTION	YES, THE ORDER MUST BE CALCULATED
	D5EA1X	AUTO ROUTING & CLIPPING, CENTER	AUTOMATIC ROUTING & CLIPPING PLACEMENT, CENTER SECTION

PRICELIST DATE 20220523 QUOTATION BRUC2022000052F292 **DATE** 6/16/2022

PAGE

7 of 8

232

BASE	WARRANTY &	PURCHASED COVERAGES	DESCRIPTION
S	898003	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION
S	M50030	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)
	M8302T	EMISSION - SURCHARGE	CARB + EPA for Mack MP7 / MP8 Diesel
	M51102	ENGINE WARRANTY	MACK MP7/MP8 BASE CARB EMISSION COVERAGE 60 MONTHS / 350,000 MILES
	M52052	EMISSION COMPONENT COVERAGE	US and CANADA CARB EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/350,000 MILES
	M54094	TRANSMISSION WARRANTY	36/350K MI: EATON TRANSMISSION STANDARD NORMAL AND HEAVY DUTY COVERAGE
S	M550G7	CARRIER & AXLE HOUSING WARRANTY	STANDARD MACK HEAVY DUTY COVERAGE 60 MONTHS / 500,000 (804,672 KM)
S	M56026	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE
S	M57027	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES
s	M58028	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)
S	M690F9	GUARDDOG CONNECT BUNDLE	24 MONTH - GUARDDOG CONNECT WITH MACK OTA (with ASIST and Mack OneCall))
s	M78010	PREPAID API	WITHOUT PREPAID API
S	M67017	PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION	W/O PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION COVERAGE







4050 Bloomfield Hwy · Farmington, NM 87401 (505) 327-7241 · (888) 234-6225 · Fax (505) 326-3108

June 16, 2022

To: San Juan County Road Department Attn: Ked Musselman and Todd Adair P.O. Box 188 Monticello, Utah 84535

Quote for (1) 2024 Mack Granite 64FR Dump / Snow Plow

		\$239,442.00
VRS Temp Tag and Doc Fee	Per Unit	\$306.00
Federal Excise Tax (FET)	Per Unit	\$0.00
Freight from Colt to Bruckner's	Per Unit	\$2,500.00
Colt Body and Plow	Per Unit	\$90,840.00
2024 Mack Granite	Per Unit	\$145,796.00

## **Total Cost for 1 Units**

## Estimated Delivery: May / June 2023

F.O.B. Bruckner Truck and Equipment Farmington, NM Price DOES NOT include any Local or State Taxes

Dealer Signature:

Date:

Printed Name:

Customer Signature:

Date:

\$239,442.00



Date: September 1, 202	22			
Construction of the local data and	ER INFORMATION	Instrumental Instrumenta	EQUIPMENT INFORM	NOITAN
Name: San Juan County	Utah	Stock #:	TBD	
Name: Address: P.O. Box 188		Year:	2024	
Address. 1.0. Dox 100				
CSZ: Monticello, Utah	84535	Make:	Mack	
405 507 2020	Call	Model:	Granite	
Phone: 435-587-3230	Cell:	Wodel.	Granice	
Fax:	Contact: Todd Adair	VIN:	TBD	
Email: <b>tadair@sanjuanc</b>	ounty.org	Salesperson:	Paeton Potts	
	EQUIPMEN	NT SPECIFICATIONS		
ngine Make:		Wheelbase:		
lorsepower:		Frame:		
ngine Brake:		Interior Trim:	1	
Fransmission: Front Axle:		Wheels Front: Wheels Rear:	1	
Rear Axle:		Tire Size:		
Rear Suspension:		Tire Front:		
Ratio:		Tire Rear:		
Make Ready F.O.B Farmington, NM Fruck to be built May 2023				
rade-In Information:	Trade 1:	Trade 2:	Each \$241,936.00	Multiple Tota
Allowances:		11000 2.		
VIN:				
Year:				
Make:			1 1	
Model:				
Payoff:			100000000 - 50	
Quantity				
THER CHARGES:				
Tax, Title, and License Fee	es (Estimated):			
Purchase Coverage	Туре:			
Insurance	Туре:	alless"		
VRS Temp Tag and Doc F			306.00	
Cash Down Payment:	$\bigcap$			
TOTAL:			\$242,242.00	
Dealer Signature:	it they	Customer Signature:_		
Date: 9-1-	22			
Date:	an	Date:	Sec. 1	

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed \$50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

#### NOT AN INVOICE

#### Cooperative Agreement No. A17AC000\_\_\_\_

## COOPERATIVE AGREEMENT between U. S. DEPARTMENT OF THE INTERIOR BUREAU OF INDIAN AFFAIRS, NAVAJO REGION and SAN JUAN COUNTY, STATE OF UTAH

#### Provide Road Maintenance Service on the Bureau of Indian Affairs Road System.

#### **ARTICLE I - RECITALS**

This Cooperative Agreement ("CA") is entered into by and between the County of San Juan, a political subdivision of the State of Utah (the "County"), and the Bureau of Indian Affairs, Navajo Regional Office Division of Transportation, an agency of the United States Department of the Interior (the "BIA"). The purpose of this CA is for the County to carry-out certain road maintenance activities on BIA system roads located within San Juan County, BIA-Western Navajo Agency and BIA-Northern Navajo (Shiprock) Agency.

- 1.1 The County is authorized by Utah Codes Ann. § 11-13-202 (1) to enter into cooperative agreements for cooperative action with agencies of the United States or Tribal governments.
- 1.2 Utah Codes Ann. § 72-3-103 (1)(c) authorizes the County to maintain public BIA System Roads within the County, "including are located on property under the control of a federal agency and constructed or maintained by the county under agreement with the appropriate federal agency."
- 1.3 The BIA has the primary responsibility to improve and maintain roads on the BIA Road System.
- 1.4 Congress has appropriated funds for the BIA Road Maintenance Program as part of the appropriations for the BIA, and a portion of those funds have been designated by the Secretary of the Interior for the BIA Road Maintenance Program (RMP). The BIA Navajo Region Division of Transportation (NRDOT) anticipates receiving a portion of the BIA-RMP funds to carry out by direct service maintenance activities on BIA System Roads within the exterior boundaries of the Navajo Indian Reservation, part of which is located within San Juan County, Utah.
- 1.5 The BIA, with the assent of the Navajo Nation government, believes that a CA allowing the County to carry out maintenance activities on public BIA System Roads on the Navajo Indian Reservation within San Juan County, Utah.

#### **ARTICLE II - PURPOSE**

2.1 The purpose of this CA is for the County to carry out maintenance activities on certain earth roads designated as BIA System Roads within the exterior boundaries of the Navajo Nation that lie within San Juan County, Utah, as such maintenance activities are described in the attached Scope of Work Attachment "A" and Scope of Work Attachment "B".

Road maintenance is defined as an activity necessary to repair, preserve, restore and maintain a road to a safe, usable, and/or original condition. Road maintenance does not include road improvement. Earth Road Maintenance, as defined in the Scope of Work Attachment "A" and "B", is the only activity authorized under this agreement that may be performed at this time.

#### **ARTICLE III - TERMS**

- 3.1 <u>Financing</u>: The County will develop an annual budget to conduct road maintenance activities as set forth in Scope of Work Attachment "A" and Scope of Work Attachment "B". The BIA, in consultation with the Navajo Nation government, will annually review and approve the proposed budget. Provided that the Navajo Nation has declined the opportunity to enter into a self-determination agreement to contract for the BIA-RMP pursuant to the Indian Self-Determination and Education Assistance Act, Pub. L. 93-638 (as amended) (ISDA), the BIA will pay the County an amount of \$210,800.00 per year of BIA road funds for those maintenance activities conducted by the County. Payment shall be made upon receipt of quarterly invoices. Procedures for invoices and payments are set forth in Article VI below. The balance of the cost of conducting road maintenance activities on BIA System Roads under this Agreement shall be borne by the County.
- 3.2 <u>Term</u>: This CA shall become effective upon signing by both parties and shall continue to be binding upon the parties through September 30, 2023. This CA may be renewed annually for up to five (5) additional years, but only upon formal written agreement signed by the authorized representatives of both parties. This CA and any renewals are subject to the availability of funds to the NRDOT to carry out BIA-RMP activities. Unless renewed by the parties exercising the next option year this CA terminates automatically at the end of the term specified in this section.

Base Year	Date of CA signature to September 30, 2023
Option Year 1	October 1, 2023 to September 30, 2024
Option Year 2	October 1, 2024 to September 30, 2025
Option Year 3	October 1, 2025 to September 30, 2026
Option Year 4	October 1, 2026 to September 30, 2027

- 3.3 <u>Termination</u>: Either party reserves the right to terminate this CA at any time. In such event, the terminating party shall provide a written notice to the other party 30 calendar days prior to the effective date of termination. Notices shall be delivered, mailed or faxed to the key officials identified in Article V.
- 3.4 <u>Recordation</u>: This CA shall be filed with the San Juan County Recorder pursuant to Utah Codes Ann. § 17-34-4 and shall become effective on the date provided in Section 3.2 of this CA.
- 3.5 <u>Modifications</u>: This CA may be amended in writing by mutual consent of both parties. No modifications shall be considered final until a written modification is executed by the Contracting Officer for the BIA, and approved by the San Juan County Board of Commissioners and recorded with the San Juan County Recorder. The parties may propose a modification to this CA by submitting a written modification before June 30 of each year.

### ARTICLE IV - RESPONSIBILITIES

- 4.1 The County shall perform authorized maintenance activities in strict compliance with all state, local, tribal, and federal codes and regulations (i.e., 82-IAM, cultural resource requirements on federal lands and Clean Water Act requirements). The BIA is responsible for mitigation of any discovered cultural properties during the performance of the maintenance activities.
- 4.2 The County shall not disturb any artifacts or sites of possible archaeological significance noted during authorized maintenance activities, and shall immediately report to the BIA Agency Road Engineer and the NRDOT Regional Transportation Engineer the discovery of any such artifacts or sites.
- 4.3 The County shall be responsible for providing all labor, equipment, materials, quality control, safety plan, and traffic control necessary to perform the authorized road maintenance activities. When the roads are maintained, it shall be done so as to provide for a safe condition suitable for the road class and surface type.
- 4.4 The County is responsible for insuring that all traffic control required to perform maintenance activities authorized under this CA is in compliance with the latest "Manual of Uniform Traffic Control Devices" (MUTCD), as amended.
- 4.5 The County shall be solely responsible for any damages to the road and roadside appurtenances caused by the negligent performance by the County in carrying out its obligations under this CA.

- 4.6 The County shall maintain written records (i.e., dates, locations, work performed, personnel involved in performance of work, materials utilized, cost, etc.) of road maintenance activities performed under this CA. These records shall be made available to the BIA upon request.
- 4.7 The BIA shall inspect the County's road maintenance activities periodically and shall inform the County in writing of any deficiencies noted.
- 4.8 The performance of this CA shall be subject to events of force majeure. Events of force majeure shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or public enemy, war, riot, civil commotion, insurrection, government or de facto government action (unless caused by acts or omissions of the parties) fires, explosion, rain or other weather delays, floods, strikes, slowdowns or work stoppages.

#### **ARTICLE V – KEY OFFICIALS**

5.1 The key officials for each party are as follows:

San Juan County Mr. Mack McDonald Chief Administrative Officer San Juan County 117 South Main Street #221 P.O. Box 9 Monticello, Utah 84535-0009 (435) 587-3225, FAX (435) 587-2447

San Juan County Road Department Mr. Todd Adair Road Superintendent San Juan County 181 East Center Street P.O. Box 188 Monticello, Utah 84535-0188 (435) 587-3230, Fax (435) 587-2771 BIA-Western Navajo Agency Mr. Henry Begay Branch of Road Maintenance P.O. Box 127 Tuba City, Arizona 86045 (928) 283-2233, FAX (928) 283-2227

BIA-Shiprock Agency Mr. Alfred Reed Jr. Branch of Road Maintenance 304 N. Auburn Ave, Suite E Farmington, NM 87401 (505) 258-7172, (505) 258-7174

BIA-Navajo Regional Office Contracting Officer Division of Acquisition P.O. Box 1060 Gallup, New Mexico 87305 (505) 863-8257, FAX (505) 863-8382

### ARTICLE VI - REPORTING, BILLING AND PAYMENT

- 6.1 <u>Records and Reports</u>: Records and reports will be maintained by both the County and the BIA for all activities, funding and expenditures related to this CA. Upon request by either party, the other party shall provide access to or copies of all such records and reports. The Daily Report Form is provided in Appendix A as an example.
- 6.2 <u>Funding</u>: Disbursement of Allocated BIA Road Maintenance Funds is as shown below. Funding for any option years shall be provided by written amendments to this agreement subject to the availability of funds under different accounting strings.

<b>BIA Agency</b>	Accoun	ting and Appropriation	<u>n Data</u>	Amount
Western	22XA2100DD	A0T965056.999900	AANN333730	\$49,600.00
Western	23XA2100DD	A0T965056.999900	AANN333730	\$49,600.00
Shiprock	22XA2100DD	A0T965056.999900	AANN323730	\$55,800.00
Shiprock	23XA2100DD	A0T965056.999900	AANN323730	\$55,800.00

6.3 <u>Invoice and Payment</u>: The County shall submit all original invoices quarterly before the 30<sup>th</sup> of the end of each quarter; i.e., December 30<sup>th</sup>, March 30<sup>th</sup>, June 30<sup>th</sup> and September 30<sup>th</sup>, with the following information in Appendix B as an example as well. In addition, one (1) copy shall be sent to the Contracting Officer, the BIA-Western Navajo Agency, Branch of Road Maintenance and the BIA-Shiprock Agency, Branch of Road Maintenance.

Submit original invoices to Designated Billing Office: Automated Standard Application for Payments (U.S. Department of Treasury) must be used at <u>https://www.asap.gov</u>.

The Billing/Payment Office will be responsible for obtaining a certification from the BIA-Western Navajo Agency, Branch of Road Maintenance and the BIA-Shiprock Agency, Branch of Road Maintenance, that the invoices have been approved (authorized) for payment by the Contracting Officer.

Submit copies of the invoices to: Contracting Officer ATTN: BIA-Division of Acquisition P.O. Box 1060 Gallup, New Mexico 87305

Submit copy of the invoice to: Mr. Henry Begay BIA-Western Navajo Agency, Branch of Road Maintenance P.O. Box 127 Tuba City, Arizona 86045 Submit copy of the invoice to: Mr. Alfred Reed Jr. BIA-Shiprock Agency, Branch of Road Maintenance 304 N. Auburn Ave, Suite E Farmington, NM 87401

The invoices shall include the name and address of the BIA Agency, CA number, current date, and original signature of an authorized person. The BIA shall make payments to the County within thirty (30) days of receipt of approved invoices.

6.4 Any funds provided under this CA that are not spent on authorized maintenance activities for BIA System Roads shall be returned to the BIA at the end of each fiscal year.

#### **ARTICLE VII - OTHER TERMS AND CONDITIONS**

- 7.1 In the event of any controversy which may arise out of this CA, the County and BIA agree to select a procedure and forum mutually acceptable to them to informally resolve such dispute.
- 7.2 Appropriation Nothing contained in this CA shall be construed as binding the BIA or the County to expend in any one fiscal year any sum in excess of funding provided by this CA or in excess of available appropriations made by Congress, or to obligate any amount for the future expenditure of funding in excess of available appropriations, or in excess of any amount established in this CA.
- 7.3 Nothing in this CA is intended to nor shall it be interpreted to grant or alter any existing jurisdiction of any government over BIA System Roads.
- 7.4 Nothing in this CA is intended to nor shall be interpreted to allocate or shift any current or future liability of a party to this CA due to such party's acts or omissions to the other party to this CA.
- 7.5 Nothing in this CA is intended to nor shall be interpreted to establish or enhance any rights by any person, government, or other entity not a party to this CA. Nothing in this CA shall prevent BIA from consulting with representatives of the Navajo Nation and San Juan County, Utah concerning BIA participation pursuant to this CA.
- 7.6 By entering into the CA, neither the County nor the BIA waive, nor shall they be deemed to waive, any immunity or defense that would otherwise be available to them against claims arising by third parties.

## ARTICLE VIII - ACCEPTANCE AND APPROVAL

IN WITNESS WHEREOF, the parties hereto have executed the CA as of the dates given below:

## SAN JUAN COUNTY

Approved by resolution of the San Juan County Board of Commissioners at a duly noticed open meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Commissioner Chair

ATTEST:

Clerk of the Board

COUNTY ATTORNEY APPROVAL:

Approved as to form and found to be within the powers and authority of the San Juan County Board of Supervisors under the laws of the State of Utah:

7

Deputy County Attorney

## BUREAU OF INDIAN AFFAIRS, NAVAJO REGIONAL OFFICE

Contracting Officer, Navajo

Date

Date

Date

Date

### ATTACHMENT "A" SCOPE OF WORK BIA WESTERN NAVAJO AGENCY BORM

The BIA authorizes the County to expend up to \$99,200.00 (as shown in the CA) of BIA annual allocated funds (subject to availability of funds) to supplement the funding the County will expend in accordance with the terms and conditions of this Agreement for road maintenance services on public BIA system roads located within San Juan County, Utah, and the Navajo Indian Reservation, BIA Western Navajo Agency.

#### STATEMENT OF WORK

BIA funds agreed to above shall be used by County for labor, equipment, supervision, transportation, materials, and other incidentals necessary to provide the road maintenance services and necessary improvements agreed upon on designated federally funded public BIA system earth roads located within San Juan County, Utah, and BIA Western Navajo Agency, as follows:

Route	Description	Road Inventory (RI) Sections	RI Length (miles)	ADT
N42	From US 163 near Arizona-Utah state line, then northwest, then south toward Boot Mesa via Gouldings and O]jetoh	20 & 25	3.49	449
N61	From US 163 to west Douglas Mesa	20 & 30	4.54	262
N6325	From Jct. of N42 northwest to Copper Canyon	20, 30, 35, 40 & 60	10.5	245
N6410	From Jct. of N42 southeast to the Arizona- Utah state line	10	0.35	177
N6440	From US 163 to Arizona-Utah state line	20, 40, 50, 70 & 75	15.15	68
N6444	From N6440 to N6440	10, 20	4.78	50
N6470	From US 163 to Halgaitoh Wash	10	2.0	50
N6480	From US 163 to Jct. of N6440	10	0.2	440
N6471	From Jct. of N61 northeast	10	3.4	50
	Total Miles		44.41	

The County shall confine all maintenance equipment and activities strictly within the existing road template, following the existing road contours. The existing road template consists of the existing road traveled way and existing roadside ditches. The existing road contours consist of the surface of the traveled way; no cutting into the surface of the traveled way is permitted without the proper NEPA clearances. The County shall not disturb any artifacts of possible archaeological significance noted during maintenance activities, and shall report the discovery of them to the respective Agency Road Engineers who will coordinate any and all mitigations with the NRDOT.

#### A. THE ROAD MAINTENANCE FOR EARTH ROADS SHALL CONSIST OF:

- 1. Grading roads to provide a passable driving surface, and to maintain the existing road elevation and side drainage ditches as applicable. Roads shall be maintained four (4) times per year, unless otherwise agreed to by San Juan County Road Department Head and the BIA-Regional Transportation Engineer.
- 2. Repairing weather damaged roads and drainage crossings (not including bridges) shall be on an emergency basis as necessary. A situation shall qualify for such consideration if both the San Juan County Road Department Head and the BIA Regional Transportation Engineer agree that an emergency exists.
- 3. Provide the Agency BORM a monthly work accomplishment report similar to the form in Appendix C to this agreement.

#### ATTACHMENT "B" SCOPE OF WORK BIA SHIPROCK AGENCY BORM

The BIA authorizes the County to expend up to \$111,600 (as shown in the CA) of BIA annual allocated funds (subject to availability of funds) to supplement the funding the County will expend in accordance with the terms and conditions of this Agreement for road maintenance services on public BIA system roads located within San Juan County, Utah, and the Navajo Indian Reservation, BIA Northern Navajo Agency.

#### STATEMENT OF WORK

BIA funds agreed to above shall be used by County for labor, equipment, supervision, transportation, materials, and other incidentals necessary to provide the road maintenance services and necessary improvements agreed upon on designated federally funded public BIA system earth roads located within San Juan County, Utah, and BIA Northern Navajo Agency, as follows:

Route	Description	Road Inventory (RI) Sections	RI Length (miles)	ADT
N5060	N 12 east via Red Mesa to AZ Line	40, 50 & 60	12.4	256
N5061	N5060 north to N5090	10, 20 & 30	16.8	81
N5062	N35 west to N506 1	10	4.1	74
N5063	N12 east to CR409 (Montezuma Creek)	10, 15, 20, 25 & 30	17.6	133
N5065	UT! 62 east to N5099	10 & 15	7.4	82
N5066	UT! 62 north to N5099	10	8.7	240
N5067	N5099 north to Navajo Reservation boundary	10	2.5	57
N5089	AZ Line nmih to N5060	10 & 20	7.1	76
N5090	N5061 west	10	2.1	74
N5099	Hatch T.P. east to CR402	60	0.3	379
N35	AZ Line north to N5063	90 & 100	5.1	844
	Total Miles		84.1	

The County shall confine all maintenance equipment and activities strictly within the existing road template, following the existing road contours. The existing road template consists of the existing road traveled way and existing roadside ditches. The existing road contours consist of the surface of the traveled way; no cutting into the surface of the travel way is permitted without the proper NEPA clearances. The County shall not disturb any artifacts of possible archaeological significance noted during maintenance activities, and shall report the discovery of them to the Agency Road Engineer who will coordinate any and all mitigations with the NRDOT.

#### A. THE ROAD MAINTENANCE FOR EARTH ROADS SHALL CONSIST OF:

- 1. Grading roads to provide a passable driving surface, and to maintain the existing road elevation and side drainage ditches as applicable. Roads shall be maintained four (4) times per year, unless otherwise agreed to by San Juan County Road Department Head and the BIA-Regional Transportation Engineer.
- 2. Repairing weather damaged roads and drainage crossings (not including bridges) shall be on an emergency basis as necessary. A situation shall qualify for such consideration if both the San Juan County Road Department Head and the BIA Regional Transportation Engineer agree that an emergency exists.
- 3. Provide the Agency BORM a monthly work accomplishment report similar to the form in Appendix C to this agreement.

## APPENDIX A



#### **DIVISION OF TRANSPORTATION**

Date:

Work Order #:	Contract/Agree	ment:			_	We	ather:				
					ervice (L	05): (1-1					or, 5-Failing)
	LOCA	TION	ACCOUNTI	NG CODE			SU	RFAC	E TYP	Υ <b>Ε</b>	
	Route		Program	Activity			Earth		4	ccompli	shment
Description of Work Performed	Bridge	M.P. / MI.	Code	Code	Paved	Gravel	U/I	Other	No.	Units	LOS
1											
2											
3											
4											
5											
6											
	•									_	

	PERSONNEL			Reg	jular	0	.Τ	Personnel
	Employee	Title	Description of Work	Hours	Rate	Hours	Rate	Cost
1								
2								
'							Total:	

			EQUIPMEN	T UTILIZATION	M		-		
		Vehicle	Mile	age	Total		Vehicle		
	Tribal or GSA Vehicle	I.D. / Tag #	Starting	Ending	Operation	Rate	Unit	Cost	
1									
			Equipment	PM Inspection	Total		Equipment		
	Support Equipment		I.D. / Tag #	Performed?	Operation	Rate	Unit	Cost	
2									
3									
							Total:		

			MATERIAL & PARTS COST				
Ref Rte.	No. Eq.	Material I.D.	Description	Qty.	Unit	Unit Cost	Cost
						Total:	

	PROGRAM EXPENSE										
		Program	Activity		Personn	iel Cost	Vehicle	Equipment	Materia	al Cost	
Agency	Route	Code	Code	L.O.S.	Reg.	0.T.	Cost	Cost	Route	Equipment	Total
										Total:	

12

Reviewed By:

Agency Code:

Date

Date

## **APPENDIX B**

For:

Road Maintenance Services

Contract No. A17AC000

## San Juan County Road Department 181 E. Center St.

181 E. Center St. P.O. Box 188 Monticello, Utah 84535-0188 (435) 587-3230

Date Invoice #

Invoice

To: Contracting Officer BIA – Division of Acquisition P.O. Box 1060 Gallup, New Mexico 87305

Description	Quantity	Price	Amount

	Subtotal: NN Tax (5.0%):
	Total:
	Payments/Credits:
THANK YOU FOR YOUR BUSINESS!	Balance Due:

## APPENDIX C





## **BIA Navajo Region Division of Transportation**

Route Work Accomplishments Report

Date	Route	Section	Mileage	Type of Activities	Cost
		_			
	1				
				1	

### SAN JUAN COUNTY UTAH RESOLUTION NO 2022- \_\_\_\_

### A RESOLUTION APPROVING THE COOPERATIVE AGREEMENT NO. A17AC000\_\_\_\_ COOPERATIVE AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF INDIAN AFFAIRS, NAVAJO REGION AND SAN JUAN COUNTY

**WHEREAS,** on March 7, 2017 the Bureau of Indian Affairs and San Juan County entered into a Cooperative Agreement No. A17AC00034 to provide road maintenance service on the Bureau of Indian Affairs Road Systems within the Navajo Nation; and

**WHEREAS,** The County is authorized by Utah Codes Ann. § 11-13-202 (1) to enter into cooperative agreements for cooperative action with agencies of the United States or Tribal governments; and

**WHEREAS**, Utah Codes Ann. § 72-3-103 (1)(c) authorizes the County to maintain public BIA System Roads within the County, "including are located on property under the control of a federal agency and constructed or maintained by the county under agreement with the appropriate federal agency."; and

**WHEREAS,** The BIA has the primary responsibility to improve and maintain roads on the BIA Road System; and

WHEREAS, Congress has appropriated funds for the BIA Road Maintenance Program as part of the appropriations for the BIA, and a portion of those funds have been designated by the Secretary of the Interior for the BIA Road Maintenance Program (RMP). The BIA Navajo Region – Division of Transportation (NRDOT) anticipates receiving a portion of the BIA-RMP funds to carry out by direct service maintenance activities on BIA System Roads within the exterior boundaries of the Navajo Indian Reservation, part of which is located within San Juan County, Utah; and

**WHEREAS**, The BIA, with the assent of the Navajo Nation government, believes that a CA allowing the County to carry out maintenance activities on public BIA System Roads on the Navajo Indian Reservation within San Juan County, Utah; and

WHEREAS, the County wishes to continue the renewal of the CA with the BIA to continue to maintain these roads as indicated in the CA.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Board of San Juan County Commissioners **PASSED, ADOPTED, AND APPROVED** this resolution and execution of the CA by the Board of San Juan County Commissioners this 4<sup>th</sup> day of October, 2022, by the following vote:

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

#### **BOARD OF SAN JUAN COUNTY COMMISSIONERS**

Willie Grayeyes, Chair

ATTEST:

Lyman Duncan, Clerk/Auditor

####



## **COMMISSION STAFF REPORT**

MEETING DATE:	October 4, 2022
ITEM TITLE, PRESENTER:	Consideration and Approval of the Interlocal Agreement for the Westwater Infrastructure Design for \$457,000 with the Navajo Tribal Utility Authority for the Westwater Design. Mack McDonald, Chief Administrative Officer.
<b>RECOMMENDATION:</b>	Make a motion approving and authorizing signature of the Agreement.

## SUMMARY

San Juan County applied for the final design funding with the Utah Division of Drinking Water and they have committed to providing funding for the design for the Westwater infrastructure system. The County will act as a pass-though agent of funds to the Navajo Tribal Utility Authority for this project.

### **HISTORY/PAST ACTION**

In October, San Juan County submitted a letter to the State of Utah Division of Drinking Water notifying the State of San Juan County's commitment to assist with the project and act as the fiscal agent for these funds.

On October 19, 2021, the Commission approved the \$40,000 Principal Forgiveness Agreement for the engineering report for the Westwater Infrastructure Design with the State of Utah Division of Drinking Water for the Navajo Tribal Utility Authority.

On March 1, 2022, the Commission approved entering into an Interlocal Agreement in the amount of \$40,000 for the preliminary design and engineering report for the Westwater project.

#### FISCAL IMPACT

Not Applicable, we are a pass through agent for both the \$40,000 in preliminary design and \$457,000 for final design documents.

# INTERLOCAL AGREEMENT

# AN AGREEMENT BETWEEN SAN JUAN COUNTY AND THE NAVAJO TRIBAL UTILITY AUTHORITY

# ARTICLE 1: RECITALS

- 1.1 San Juan County, Utah ("County") and the Navajo Tribal Utility Authority ("NTUA")(collectively "the Parties"), as authorized by Utah Code Annotated § 11-13-202, hereby enter into this Interlocal Agreement ("ILA" or the "Agreement") to clarify the provision of the County as a Fiscal Agent for the Westwater infrastructure project taking place in the Westwater Community in San Juan County.
- 1.2 This ILA describes the responsibilities of the Parties with regard to the following services and functions:
  - County application for the preliminary design;
  - The Parties efforts to solicit design and project management Vendor services;
  - Vendor Contracts
  - Progress payments; and
  - Project Responsibility and Oversight
- 1.3 This ILA also memorializes the County's commitment to assist in the Westwater sanitation facility development project with the completion of a Preliminary Engineering Report and related engineering services.

# ARTICLE II: TERMS

- 2.1 **County Application for Preliminary Design Funding.** San Juan County has applied for project funding with the State of Utah, Department of Environmental Quality, Division of Drinking Water for \$457,000 in engineering funding. San Juan County has entered into Principal Forgiveness Agreement with the Division of Drinking Water back in February of 2022 to obtain the design funding. Future applications, MOU's, Agreements may be needed in order to complete the design if necessary.
- 2.2 Solicitation of Design and Consulting Services. The Parties have agreed that they will follow the State of Utah and Navajo Nation Procurement Policies for Public Works projects Procurement Codes (See U.C.A. § 11-39-107, U.C.A. § 63G-6A-15, and 12 N.N.C. §301 371) to solicit for these services using an open and transparent process to solicit vendors who will be responsive and can perform these services for and in behalf of the Parties.
- 2.3 **Vendor Contracts**. The NTUA shall contract with the vendors awarded the project so that approved project payments can be made and funds may be withdrawn in a timely fashion for design and consultation progress. Upon request by the County, NTUA will make available contract documents within 10 business days.

- 2.4 **Progress Payments.** The County shall reimburse NTUA for payments made to its vendors for work necessary to complete the scope of work for this project within 30 days after receipt of invoices from the NTUA. Invoices shall be supported by copies of vendor invoices and a description of work completed. The NTUA shall disclose its tax identification number before a check or payment will be made by County to the NTUA. The NTUA is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by the County to the NTUA. The NTUA is responsible for paying all subcontractors, material providers, jobbers, or any other person who or entity that provides materials, services, equipment, utilities or otherwise at the request of Service Provider and in connection with or relating to this contract.
- 2.5 **Project Responsibility and oversight**. Both Parties shall maintain oversight of the work efforts in design and consultants. This mutual oversight will speed up permitting processes as well as maintain open lines of communication in addressing any needs, concerns and resources throughout the entire project.

# 2.8 Land Use and Building Development Services.

- 2.8.1 County Administration of Building Permits; The County will receive and process building permit applications for the project and will perform plan check reviews in a timely manner for the designed infrastructure. Infrastructure development may commence according to its terms and conditions, if any, subject to building permit issuance and compliance with applicable construction codes.
- 2.8.2 Fees. All building permit fees for construction and inspections within Westwater shall be waived by the County and valued as an in-kind contribution to the project.
- 2.8.3 Zoning and Permitting Contact Persons. The point of contact for all zoning and permitting matters under this Agreement shall be as specified below, unless modified by any of the parties upon written notice to the other:

County: Scott Burton Email: <u>sburton@sanjuancounty.org</u> Telephone: 435-587-3223

- 2.8.8 The parties agree to periodically confer as needed to assure that all review processes are coordinated.
- 2.10 **Indemnification of the Parties**. The Parties, as indemnitor, each agree to indemnify the other and hold the other party harmless from all third-party fines, suits, claims, demands, or actions, including reasonable legal fees, occurring as a result of any act or omission of a party, its agents, employees, contractors, or elected officials under this IGA, or from any claim or loss by accident or damage to any person or property as a result thereof.

- 2.11 **Remedy for Default**. In the event of default of performance of any provision herein, the defaulting party agrees to pay all costs of enforcing this ILA or any right arising out of the breach thereof, including reasonable attorney's fees.
- 2.12 **No Assignment**. No part of the ILA or any of the rights or obligations contained herein shall be assigned to any other entity or individual without the written consent of both Parties.
- 2.13 **Prior Agreements**. This ILA supersedes any and all prior ILAs and agreements entered into between the Parties, whether verbal or written, relating to the provision of services contemplated in this agreement.
- 2.14 Severability; No Third-Party Beneficiaries; No Inter-local Entity Created. Any provision of this ILA found to be ineffective, prohibitive, or otherwise illegal by a court of competent jurisdiction shall be severed and invalidated without invalidating or otherwise affecting the remaining provisions of this ILA. There is no third-party beneficiaries authorized to enforce or otherwise claim any rights to the obligations of the parties specified in this ILA. This Agreement does not create an interlocal entity, as defined by law.
- 2.15 **Term**. This ILA is effective for a period of five (5) years unless modified in writing by mutual agreement of the Parties.
- 2.16 **Termination**. Either Party may terminate this ILA upon not less than ninety (90) days of providing formal notice in writing to the other Party. Notice shall be made to the following:

San Juan County Administrator PO Box 9 Monticello, UT 84535 Navajo Tribal Utilities Authority PO Box 170 Fort Defiance, AZ 86504

# ARTICLE III-ACCEPTANCE AND APPROVAL

IN WITNESS WHEREOF, the parties hereto have executed the ILA as of the dates given below:

# SAN JUAN COUNTY

Approved by action of the San Juan County, Utah Board of Commissioners at a duly noticed open meeting held on the day of , 2022.

Willie Grayeyes Chairman, Board of Commissioners

ATTEST:

Clerk of the Board

County Attorney Approval:

Approved as to form and found to be within the powers and authority of the San Juan County Board of Commissioners under the laws of the State of Utah:

4

San Juan County Attorney

# NAVAJO TRIBAL UTILITY AUTHORITY

Walter W. Haase, P.E General Manager

Finance

Date

Date

Date

Date

Date

# Local Assistance and Tribal Consistency Fund

# Allocations to Eligible Revenue Sharing Counties

# September 2022

Section 605 of the Social Security Act (the Act), added by Section 9901 of the American Rescue Plan (ARPA), established the Local Assistance and Tribal Consistency Fund (LATCF), which provides for Treasury to pay \$2 billion to eligible revenue sharing counties and eligible Tribal governments across fiscal years 2022 and 2023 for use on any governmental purpose except for a lobbying activity. This document summarizes Treasury's methodology for determining eligibility and allocating funds to eligible revenue sharing counties.

The Act appropriates \$1.5 billion to Treasury for payment to eligible revenue sharing counties, reserving \$750 million for each of fiscal years 2022 and 2023, and directs the Secretary of the Treasury (the Secretary) to allocate the funds "taking into account economic conditions of each eligible revenue sharing county using measurements of poverty rates, household income, land values, and unemployment rates as well as other economic indicators, over the 20 year period ending September 30, 2021."<sup>1</sup>

# **Eligibility Criteria**

# Statutory requirements for determining eligibility

The statute defines eligible revenue sharing counties to include any county, parish, or borough

- (i) that is independent of any other unit of local government;
- (ii) that, as determined by the Secretary, is the principal provider of government services for the area within its jurisdiction; and
- (iii) for which, as determined by the Secretary, there is a negative revenue impact due to implementation of a Federal program or changes to such program.<sup>2</sup>

The statute also specifically enumerates the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the United States Virgin Islands as eligible revenue sharing counties.<sup>3</sup>

<sup>&</sup>lt;sup>1</sup> 42 U.S.C. § 805(b)(1). Treasury previously announced the allocation of the \$500 million reserved for Tribal governments, available here: https://home.treasury.gov/system/files/136/605-LATCF-Allocation-Methodology-Summary.pdf.

<sup>&</sup>lt;sup>2</sup> See 42 U.S.C. § 805(f)(1)(A).

<sup>&</sup>lt;sup>3</sup> See id. § 805(f)(1)(B).

# Defining "a county, parish, or borough" that is "independent of any other unit of local government" and "the principal provider of government services"

Treasury referred to Census Bureau classifications to determine which units of government constitute "a county, parish, or borough" that is "independent of any other unit of local government" and "the principal provider of government services." Treasury referred to the Census Bureau's census of governments<sup>4</sup> and its classification of the functional status of counties and equivalents.<sup>5</sup>

First, Treasury referred to those geographic areas classified by the Census as counties including those that the Census Bureau categorizes as parishes or boroughs.<sup>6</sup>

Second, Treasury determined that counties that are consolidated with other units of government are not "independent of any other unit of local government."<sup>7</sup>

Third, Treasury determined that counties that do not have government functions or have only very limited government functions do not qualify as "principal provider[s] of government services." Such counties include those classified by the Census Bureau as "non-functioning legal entities."<sup>8</sup>

# Defining "negative revenue impact due to implementation of a federal program implementation or changes to such program"

Treasury is defining counties with a "negative revenue impact due to the implementation of a Federal program or changes to such a program" to be counties that participate in the Payments in Lieu of Taxes (PILT) program administered by the Department of the Interior and the Refuge Revenue Sharing program administered by the Fish and Wildlife Service (FWS).<sup>9</sup> Both of these revenue sharing programs provide funds to counties that are available for expenditure for general

<sup>&</sup>lt;sup>4</sup> See 13 U.S.C. § 161; Individual State Descriptions: 2017, 2017 Census of Governments, U.S. Census Bureau, G17-CG-ISD (April 2019) (2017 Census of Governments Report).

<sup>&</sup>lt;sup>5</sup> See Functional Status Codes and Definitions, U.S. Census Bureau, https://www.census.gov/library/reference/code-lists/functional-status-codes.html.

<sup>&</sup>lt;sup>6</sup> Entities in the Census of Governments Report with functional status codes of "F" and "S" are either fictitious county entities created by the Census Bureau to fill its geographic hierarchy or statistical entities that the Census Bureau uses to subdivide the unorganized borough of Alaska and are, therefore, not counties, parishes, or boroughs. *See* 2017 Census of Governments Report at 17.

<sup>&</sup>lt;sup>7</sup> Such counties are listed in the Census of Governments Report with functional status codes "B" and "C."

<sup>&</sup>lt;sup>8</sup> The Census Bureau lists those counties classified as non-functioning counties with functional status code"N." *See* 2017 Census of Governments Report at 280. In addition, the 14 counties in Vermont that perform very limited functions do not qualify as principal providers of government services. As summarized by the Census of Governments, Vermont's counties "perform very limited functions, which consist chiefly of maintaining the courthouse and county jail." *See* 2017 Census of Governments Report at 280.

<sup>&</sup>lt;sup>9</sup> More specifically, Treasury will include counties that otherwise qualify as eligible revenue sharing counties and are listed by Interior as having land that is entitlement land for purposes of PILT or donated or a cquired refuge land for purposes of the Refuge Revenue Sharing program.

purposes. Congress has not always provided consistent funding for these programs.<sup>10</sup> Counties receiving payments from these programs suffer a negative revenue impact when these programs are not fully funded, and the inconsistent funding of these programs means these counties are not able to confidently project their future revenues and thus are not able to plan their expenditures efficiently.

Under PILT, the Department of the Interior provides annual payments to counties and other local governments with certain categories of federal lands within their borders. These lands, referred to as "entitlement lands," include national parks, national forests, land managed by the Bureau of Land Management (BLM), land managed by FWS that has never left federal ownership, and others as set forth in PILT statute. Although Congress has appropriated full funding for the PILT program since fiscal year 2018, the PILT program has experienced other periods of constrained funding since 2005, requiring prorated reductions to the amounts paid to recipients under the allocation formula.

Under the Refuge Revenue Sharing program, the FWS provides annual payments to counties and other local governments that have land administered solely or primarily by the FWS. This includes payments for refuge lands that were acquired by or donated to the federal government and that are thus not included as entitlement lands for purposes of PILT. The Refuge Revenue Sharing program has also been inconsistently funded by Congress. Since 1981, Congress' appropriations for the program have varied, and the program has not been fully funded to pay the full amount to each county provided for in the allocation formula.

Thus, Treasury is defining counties "for which, as determined by the Secretary, there is a negative revenue impact due to implementation of a Federal program or changes to such program" as those counties that participate in the PILT and Refuge Revenue Sharing programs.

# District of Columbia, Commonwealth of Puerto Rico, Guam, and the U.S. Virgin Islands

The District of Columbia, the Commonwealth of Puerto Rico, Guam, and the U.S. Virgin Islands are statutorily included as eligible revenue sharing counties for the LATCF program.

# Total Eligible Revenue Sharing Counties

Overall, 2,086 total local governments meet the definition of a "county, parish, or borough" that is "independent of any other unit of local government" that is "the principal provider of services" and for which there is "a negative revenue impact as the result of the implementation of a federal program or changes to such program." This includes the District of Columbia and the 3 territories, Puerto Rico, Guam, and U.S. Virgin Islands, specifically enumerated as eligible by the statute.

<sup>&</sup>lt;sup>10</sup> See FWS, Historical Summary of Refuge Revenue Sharing Payments,

<sup>&</sup>lt;u>https://www.fws.gov/sites/default/files/documents/RefugeRevShare%20Historical%20Summary2022.pdf</u> (indicating less than full funding for the Refuge Revenue Sharing program since 1981). A discussion of annual funding levels for PILT is provided in Interior's PILT annual reports, available at https://www.doi.gov/pilt/resources/annual-reports.

# **Allocation Methodology**

The Act provides that the Secretary shall determine the allocations for eligible revenue sharing counties "taking into account economic conditions of each eligible revenue sharing county, using measurements of poverty rates, household income, land values, and unemployment rates as well as other economic indicators, over the 20-year period ending with September 30, 2021."<sup>11</sup>

# Data Sources for Statutory Economic Indicators ("poverty rates, household income, land values, and unemployment rates")

# Poverty Rates and Median Household Income

Treasury used data on poverty rates and median household income as published by the Census Bureau at the county level in its Small Area Income and Poverty Estimates (SAIPE) program, last published in December 2021, reflecting data for calendar year 2020.<sup>12</sup> This Census Bureau data source is meant to "provide estimates of income and poverty for the administration of federal programs and the allocation of federal funds to local jurisdictions."<sup>13</sup>

# **Unemployment Rates**

Treasury used data on unemployment rates by county, through 2021, published by the Bureau of Labor Statistics (BLS) Local Area Unemployment Statistics (LAUS) dataset. BLS LAUS program data is derived from the Current Population Survey, which is the household survey that is the source of the national unemployment rate.<sup>14</sup>

# Land Values

Given the program's legislative purpose of providing additional funding to counties with federal lands<sup>15</sup> and the lack of comprehensive availability of property value data at a county or territorial level, Treasury's allocation uses the amount of acres of federal land constituting entitlement land for the purposes of PILT and acquired or donated federal lands for purposes of the Refuge Revenue Sharing program for fiscal year 2021 in an eligible revenue sharing county.

# Data Sources for "Other Economic Indicators"

Treasury considered various other economic indicators to factor into the allocation methodology. In evaluating whether to add a specific metric, staff considered whether there is available data at

<sup>&</sup>lt;sup>11</sup> 42 U.S.C. § 805(b)(1).

<sup>&</sup>lt;sup>12</sup> "The U.S. Census Bureau's Small Area Income and Poverty Estimates program produces single-year estimates of income and poverty for all U.S. states and counties." Census, Small Area Income and Poverty Estimate Program, https://www.census.gov/programs-surveys/saipe/about.html.

 $<sup>^{13}</sup>$  Id.

<sup>&</sup>lt;sup>14</sup> BLS, Local Area Unemployment Statistics, https://www.bls.gov/lau/lauov.htm.

<sup>&</sup>lt;sup>15</sup> 167 CONG. REC. S1271 (daily ed. Mar. 5, 2021) (statement of Sen. Wyden).

the county level and the extent to which the additional metric captures something distinct from what is already required by the statute.

Treasury incorporated childhood poverty and population into the allocation as "other economic indicators." Childhood poverty, while correlated with overall poverty, provides a distinct measure of economic conditions, given the long-term impact of poverty on children.<sup>16</sup> Childhood poverty data is available as published by the Census Bureau at the county level in the SAIPE program, last published in December 2021, reflecting data for calendar year 2020, and is incorporated into the Economic Distress Index described further below.

Population is a useful proxy for the size of an economy and the extent of the burden placed on the county government to provide essential services. Population data at the county level is available as published by the Census Bureau via its Subcounty Resident Population Estimates data set.<sup>17</sup> To account for population as an additional economic indicator, as described further below, Treasury imposed a per capita maximum payment using population data as of July 1, 2021, scaled to the effective fiscal year 2021 per capita maximum under PILT.

# Allocation Formula

Overall, Treasury's allocation formula is based on the calculation of a county's relative economic condition compared to other eligible revenue sharing counties and its acres of federal land. Allocations are subject to a total maximum of \$6,000,000, a total minimum of \$50,000, as well as a per capita maximum of \$300. This methodology and the above data sources were used to determine allocations for both fiscal years 2022 and 2023. Specifically, Treasury used the following methodology to allocate funds:

- Treasury calculated an Economic Distress Index (EDI) by multiplying economic indicators (poverty rate, childhood poverty rate, median household income, and unemployment rate), averaged over the 20-year period for which data are available, in proportion to their national figures (except for the data for Puerto Rico, which were averaged over the available 10-year period, and Guam and U.S. Virgin Islands, which do not have a calculated EDI, as further described below). A higher EDI value reflects relatively higher economic distress.
- Treasury sorted eligible revenue sharing counties into five groups based on the quintile of their EDI values, such that group 1 has the least distressed economic conditions and group 5 has the most distressed economic conditions. Counties in the same group receive the same "EDI group number," reflecting which EDI group they fall in. The relationship is such that counties in group 2 receive twice the EDI weighting as counties in group 1, counties in group 3 receive three times the EDI weighting as counties in group 1, counties in group 1, counties in group 3 receive three times the EDI weighting as counties in group 1, counties 1,

<sup>&</sup>lt;sup>16</sup> See, e.g., Chapter 3: Consequences of Child Poverty, A Roadmap to Reducing Child Poverty. National Academies of Sciences, Engineering, and Medicine. National Library of Medicine Bookshelf. https://www.ncbi.nlm.nih.gov/books/NBK547371/. February 28, 2019.

<sup>&</sup>lt;sup>17</sup> See Incorporated Places and Minor Civil Divisions Datasets: Subcounty Resident Population Estimates: April 1, 2020 to July 1, 2021 (SUB-EST2021); https://www.census.gov/newsroom/press-kits/2022/subcounty-estimates.html.

in group 4 receive four times the EDI weighting as counties in group 1, counties in group 5 receive five times the EDI weighting as counties in group 1.

- Treasury then calculated a county's "Scaled EDI" by multiplying its EDI group by its acres of federal land (sum of a county's PILT-eligible acres as listed by Interior as having land that is entitlement land for purposes of PILT or donated or acquired refuge land for purposes of the Refuge Revenue Sharing program).
- Treasury calculated the annual allocation for an eligible revenue sharing county by comparing the county's Scaled EDI as a proportion of the available annual funds (\$750,000,000) relative to the sum total of all Scaled EDIs, subject to a minimum, an absolute maximum, and a per capita maximum.
- Treasury calculated the total allocation of FY22 and FY23 payments by multiplying each eligible revenue sharing county's annual allocation by 2.

# Treatment of the District of Columbia, Commonwealth of Puerto Rico, Guam, and the U.S. Virgin Islands

While all data described above is available for the District of Columbia, data availability varies for Puerto Rico, Guam, and the U.S. Virgin Islands. The District of Columbia is treated the same as other eligible revenue sharing counties in the allocation formula.

For Puerto Rico, while data is available for unemployment rate and land values, the data for poverty rate, childhood poverty rate, and median household income data is only available for a ten-year period, from 2010-2019. Accordingly, Treasury's evaluation of Puerto Rico's economic conditions is based on available data for 2010-2019.

For Guam and the U.S. Virgin Islands, BLS does not publish unemployment data, and poverty rate, childhood poverty rate, and median household income data is only available for 2009, 1999, and 1989 via the decennial Census. The available data suggests these territories should be placed in the most economically distressed group, group five, for purposes of the allocations.

# **Payment schedule**

Treasury expects to make two payments to eligible counties. The first payment will be available immediately and will be made to eligible revenue sharing counties on a rolling basis. Treasury expects to make the second payment after the start of calendar year 2023.

To receive payments, eligible revenue sharing county governments must submit their information online through the Treasury Submission Portal, which is available at treasury.gov/LATCF. County governments will be required to complete payment information and sign an award agreement. The award agreement will cover both tranches of payments. After an eligible revenue sharing county government's submission is received, Treasury expects that it

will take approximately 4-5 business days for Treasury to review and process the payment. Once the information and documentation submitted is determined to be complete and accurate, the point of contact that an eligible revenue sharing county government designates in its online submission will receive information regarding the timing and amount of the first payment.

The deadline to complete the submission is January 31, 2023, at 11:59 PM AKST. If an eligible revenue sharing county government does not complete its submission by that deadline, the eligible revenue sharing county government will not be eligible to receive any payments under the LATCF.

Treasury may reallocate funds unclaimed by eligible revenue sharing county governments by the deadline noted. Treasury expects that the reallocated funds will be included in the second payment to counties that submitted the requisite information by the deadline.

In fiscal year 2023, Treasury expects to communicate to eligible revenue sharing county governments the amount of such reallocation, if any, and the date for the second payment.

## OMB Approved No. 1505-0276 Expiration Date: March 31, 2023

# U.S. DEPARTMENT OF THE TREASURY LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

Recipient name and address: San Juan County 117 South Main Street, PO Box #9 MONTICELLO, Utah 84535	UEI: WCVABP2FEVA2 Taxpayer Identification Number: 876000305		
Amount of Federal Funds Obligated (Total of Fiscal Year 2022 and Fiscal Year 2023 Tranches): \$8,693,400.00	Assistance Listing Number: 21.032		
Total Amount of Federal Funds Obligated: \$8,693,400.00	Assistance Listing Title: Local Assistance and Tribal Consistency Fund		
The Federal Award Date is the date of the Recipient's signature below, provided that all other conditions of the award have been met.			

Section 605(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Local Assistance and Tribal Consistency Fund

Recipient hereby agrees, as a condition to receiving such payments from Treasury, to the terms attached hereto.

Recipient: San Juan County

6

Authorized Representative: Mack McDonald

Title: Chief Administrative Officer

Date Signed: September 30, 2022

## U.S. DEPARTMENT OF THE TREASURY LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND AWARD TERMS AND CONDITIONS FOR ELIGIBLE REVENUE SHARING COUNTY GOVERNMENTS

## 1. Payment of Funds.

a. Recipient understands that the Department of the Treasury (Treasury) will disburse funds under this award (the award funds) in two tranches, subject to any remedial actions taken pursuant to section 7 or any offsets imposed to satisfy any debt owed pursuant to section 9 of these award terms and conditions.

b. In addition to the limitations provided in paragraph (a), payments under this award will be subject to the availability of funding, and, should the provisions of section 605 of the Social Security Act (42 U.S.C. § 805) addressing allocations or recipient eligibility be amended or the amount of the appropriation for implementation of such section be reduced, Treasury may reallocate the amount of the appropriation that remains available and adjust Recipient's total award amount accordingly. In the event Recipient's total award amount is reduced, the amount of a second tranche payment may be reduced to account for the receipt of amounts disbursed in the first tranche.

c. If eligible revenue sharing county governments other than Recipient decline or do not claim the amounts allocated to them by Treasury from the Local Assistance and Tribal Consistency Fund, Treasury may supplement this award with an additional allocation to Recipient. The amount of this additional allocation will be determined by Treasury in its discretion as provided in section 605 of the Act and will be subject to the limitations provided in paragraphs a and b.

d. Any change in an allocation will be deemed an amendment to this award to increase or decrease the total award amount, as applicable, unless, in the case of an increased allocation, Recipient declines the increased total award amount.

# 2. Use of Funds.

a. The award funds may be used to cover any cost incurred on or after March 15, 2021, for any governmental purpose other than a lobbying activity, as provided in paragraph b.

b. Recipients may not use the award funds directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation.

c. Recipient must expend and account for the funds in accordance with the financial management, procurement, and conflicts of interest standards, laws, policies, and procedures applicable to Recipient's expenditure of and accounting for its own funds.

3. Reporting. Recipient agrees to submit an annual project and expenditure report to Treasury for this award in the form provided by Treasury. Recipient acknowledges total award and expenditure amounts may be publicly disclosed.

4. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

## 5. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 605 of the Act and guidance issued by Treasury regarding the Local Assistance and Tribal Consistency Fund program. Recipient acknowledges that the funds constitute federal financial assistance and are subject to federal law applicable to federal financial assistance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders in the course of its use of the award funds.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;

vi. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. §§ 200.100-110, 203, and 303, and Subpart F (Audit Requirements).

vii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, Subparts A, B, and D, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

viii. The provisions of Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 applicable to executive compensation but not to subawards, pursuant to which the subsections of the award term set forth in Appendix A to 2 C.F.R. Part 170 applicable to executive compensation are hereby incorporated by reference.

ix. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

x. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

xi. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

xii. Generally applicable federal environmental laws and regulations.

## 6. Maintenance of and Access to Records.

a. Recipient will maintain records and financial documents sufficient to evidence compliance with section 605 of the Act, this award agreement, and implementing guidance issued by Treasury for a period of five (5) years after all funds have been expended or returned to Treasury.

b. Recipient acknowledges that Treasury, including the Treasury Office of Inspector General, and the Government Accountability Office or their authorized representatives will have the right of access to records of Recipient in order to conduct audits or other investigations.

7. Remedial Actions. In the event of Recipient's noncompliance with section 605 of the Act, these terms and conditions, other applicable laws, guidance, or any reporting or other program requirements, Treasury may take any of the following remedies:

A. Impose additional conditions on the receipt of the second tranche of the award;

B. Temporarily withhold the second tranche of the award in whole or in part;

C. Require recoupment of payments under this award;

D. Terminate the Federal award;

E. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Treasury regulations; and

F. Take other remedies that may be legally available.

8. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

## 9. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by Treasury to be subject to a repayment obligation and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph (a). Treasury will take any actions available to it to collect such a debt.

## 10. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

## 11. Amendments.

a. The terms of this award may be amended with the written approval of Recipient and Treasury.

b. In addition, Treasury reserves the right to amend the terms of this award if required by U.S. law or regulation without the consent of Recipient.

c. Notwithstanding the above, Treasury may, upon reasonable notice to Recipient, unilaterally amend this agreement for the sole purpose of making ministerial or administrative changes or correcting scrivener's errors.

## PAPERWORK REDUCTION ACT NOTICE

The estimated burden associated with the collection of information provided for in section 6 of the terms and conditions is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. 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 control number assigned by OMB.



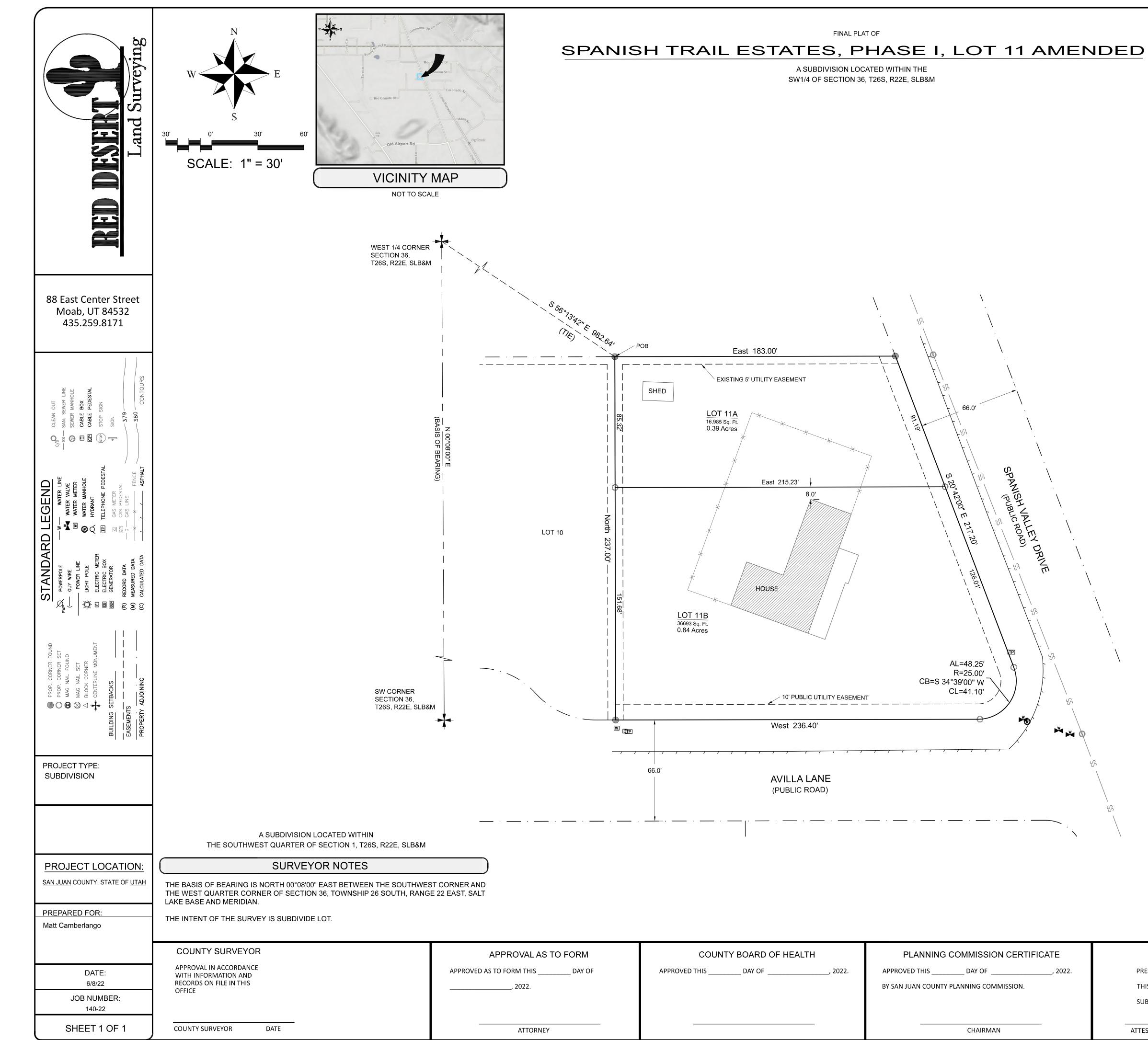
# **COMMISSION STAFF REPORT**

MEETING DATE:	October 4, 2022
ITEM TITLE, PRESENTER:	Ratification of the Local Assistance and Tribal Consistency Fund Award Terms and Conditions for Eligible Revenue Sharing County Governments. Mack McDonald, Chief Administrative Officer
<b>RECOMMENDATION:</b>	Make a Motion approving the ratification of the agreement

# SUMMARY

The American Rescue Plan appropriated \$2 billion to Treasury across fiscal years 2022 and 2023 to provide payments to eligible revenue sharing counties and eligible Tribal governments for use on any governmental purpose except for a lobbying activity. Specifically, the American Rescue Plan reserves \$250 million to allocate and pay to eligible Tribal governments for each of fiscal years 2022 and 2023, and reserves \$750 million to allocate and pay to eligible revenue sharing counties for each of fiscal years 2022 and 2023. Under this program, recipients have broad discretion on uses of funds, similar to the ways in which they may use funds generated from their own revenue sources.

Of this allocation, San Juan County will receive in FY-2022 \$4,346,700 and in FY-2023 \$4,346,700 for a total of \$8,693,400 to be used to cover any cost incurred on or after March 15, 2021, for any governmental purpose other than a lobbying activity.



RM	COUNTY BOARD OF HEALTH	PLANNING COMMISSION CERTIFICATE	COUNTY COMMISS
AY OF	APPROVED THIS DAY OF, 2022.	APPROVED THIS DAY OF, 2022.	PRESENTED TO THE
		BY SAN JUAN COUNTY PLANNING COMMISSION.	THIS DAY OF
			SUBDIVISION WAS ACCEPTED A
		CHAIRMAN	ATTEST

ltem 25.	

	SUR	VEYOR'S C	ERTIFICATE	E
	7540504, as prescribe owners, I have made subdivided said tract SPANISH	reby certify that I am a Profession ed under the laws of the State of a survey of the tract of land show of land into lots and streets, toget I TRAIL ESTATES, PHAS s been correctly surveyed and mo	Utah. I further certify that by auth in on this plat and described her ther with easements, hereafter to SE I, LOT 11 AMENDED	nority of the eon, and have b be known as
	Lucas Blake License No. 7540504		DATE	
		LEGAL DESCRI	PTION	
	phase I, said poi Quarter corner Base and Meridi feet; thence Sou having a radius o (a chord bearing	he Northwest corner of L nt being South 56°13'42 of Section 36, Township 2 an, and proceeding with ath 20°42'00" East 217.2 of 25.00 feet, to the right g of South 34°39'00" Wes nce North 237.00 feet to es.	" East 982.64 feet from 26 South, Range 22 East said Lot 11 thence East 0 feet; thence with a cu t with an arc length of 4 st 41.10 feet); thence W	the West , Salt Lake 183.00 rve 8.25 feet, /est
	tract of land, and here	OWNER'S DEDIC e presents that the undersigned by cause the same to be divide at forth to be hereafter known as	d are the owners of the above c ed into lots, parcels and streets	
		PANISH TRAIL ESTATES, PHA or Perpetual use of public all pa	rcels of land shown on this pla	t as intended
	In witness whereof	for public us have hereunto set 20		a.d.,
	???		???	
		ACKNOWLEDG	MENT	
	STATE OF COUNTY OF	{ s.s.		
	ON THE DAY BEFORE ME, WH	OF HOM DID ACKNOWLEDGE <sup>-</sup> 'S DEDICATION FREELY AND	TO ME THAT THEY SIGNE	D THE
	COMMISSION NUM	JLL NAME: BER: XPIRES:		
DUNTY COMMISSION APP			UNTY RECORDER NTY, RECORDED AT THE REQUEST O	F
DAY OF		BO	OK PAGE	.FEE



# **STAFF REPORT**

MEETING DATE:	October 4, 2022
ITEM TITLE, PRESENTER:	Consideration and Approval of Spanish Trail Estates, Phase 1, Lot 11 Amended, Scott Burton Planning and Zoning Director
<b>RECOMMENDATION:</b>	Consideration and Approval

# SUMMARY

Spanish Trail Estates Subdivision was approved in 1994. This amendment would split Lot 11 into two lots. Lot 11A would be .39 of an acre and lot 11B would be .84 of an acre. These lots have access to water and sewer utilities through the San Juan Spanish Valley Special Service District, and will be required to connect for the smaller lot sizes.

This plat was presented for a preliminary plat review at the August 11, 2022 PC Meeting.

At the August meeting, a concern about drainage was raised because of the access onto Spanish Valley Drive. After reviewing the concern onsite, the potential drainage concerns can be easily mitigated with site grading, and the elevation of the future home.

The Planning Commission approved the plat at the September 8, 2022 PC Meeting



# **STAFF REPORT**

MEETING DATE:October 4, 2022<br/>Consideration and Approval of Werner Estates Subdivision AmendmentITEM TITLE, PRESENTER:No. 1, Scott Burton Planning and Zoning Director

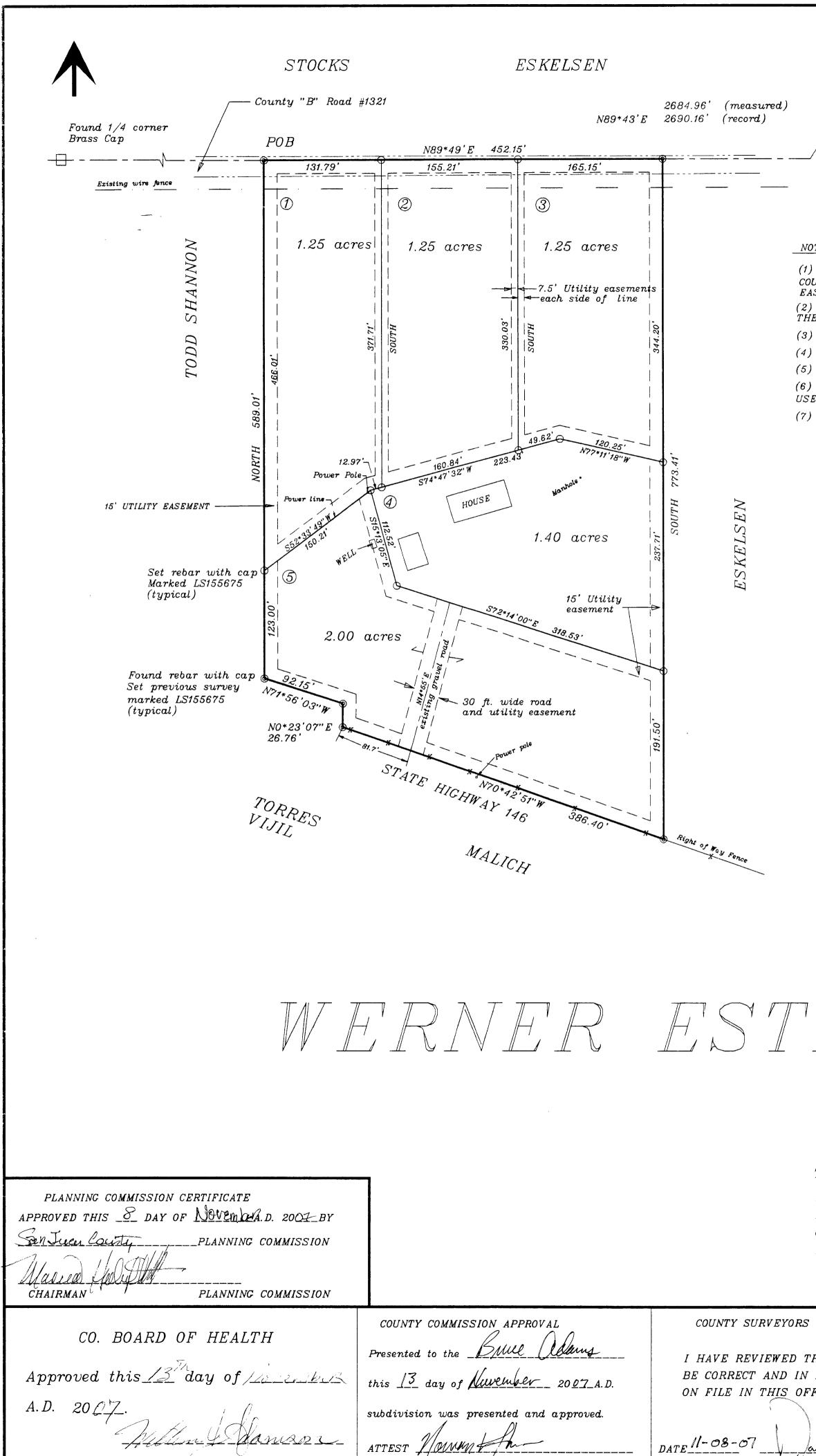
**RECOMMENDATION:** Consideration and Approval

# SUMMARY

The Werner Estates subdivision was created in 2007 with 5 lots. This amendment combines four of the lots into one lot. See proposed subdivision plat, and original plat which are both attached.

This plat is being presented for consideration and approval.

The Planning Commission approved the plat at the September 8, 2022 PC Meeting



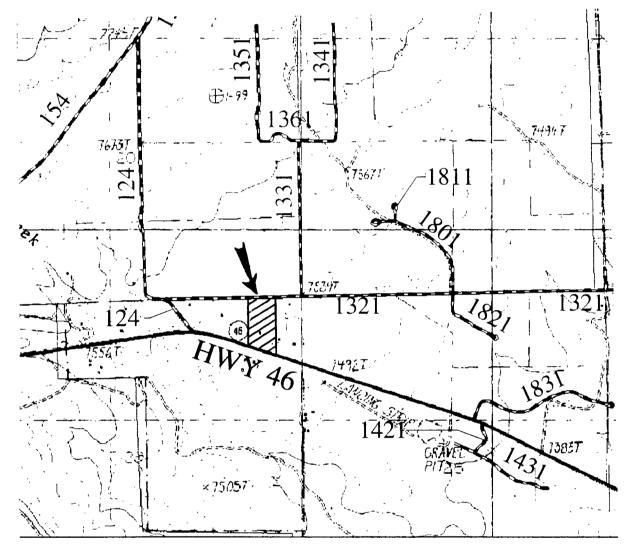
Found spike set by John Keough North shoulder of gravel road

29 28

# SECTION 29 T28S, R25E, SLB&M

NOTES:

- (1) ALL ROADS IN SUBDIVISION WILL BE PRIVATE. NO DEDICATION TO THE PUBLIC. ACCESS TO LOTS 1,2 AND 3 WILL BE FROM COUNTY "B" ROAD #1321. ACCESS TO LOTS 4 AND 5 WILL BE FROM THE STATE HIGHWAY AND A 30 FT. WIDE ROAD AND UTILITY EASEMENT BECINNING AT THE NORTH STATE HIGHWAY RIGHT OF WAY FENCE.
   (2) THERE WILL BE 15 FT. WIDE UTILITY EASEMENTS INSIDE THE PERIMETER OF THE SUBDIVISION AND OUTSIDE OF LOT #4. THE ACCESS TO LOT #4 WILL BE BY WAY OF A 30' WIDE ROAD AND UTILITY EASEMENT BEGINNING AT THE STATE ROAD.
- (3) A WATER WELL EXISTS IN THE UTILITY EASEMENT OF LOT #5.
- (4) COUNTY ZONING IN THE AREA IS MU-1, MULTIPLE USE.
- (5) NO FLOODPLAIN HAS BEEN DESIGNATED IN THE AREA OF THE SUBDIVISION.
- (6) TELEPHONE LINES AND POWER LINES EXIST WITHIN THE FENCES ON BOTH SIDES OF COUNTY ROAD #124. THESE LINES COULD BE USED IF THE SUBDIVIDER INTENDS TO DO SO.
- (7) A POWER LINE EXISTS DIRECTLY OVERHEAD AND ON THE LOT LINE BETWEEN LOTS 1 AND 5.

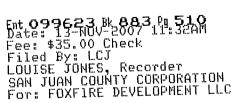


Old La Sal (T28S R25E)

VICINITY MAP AND TOPO MAP

# WERNER ESTATES SUBDIVISION

S	CERTIFICATE		COUNTY RECORDER NO.	
	FoxFire Developement, LLC Bradley L. Harper, Manag 812 South Main Street Moab, Utah 84532	ing Member		
	THIS SUBDIVISION WAS DEVELO	PED BY:		



CERTIFICATE	COUNTY RECORDER NO.	APPROVAL AS TO FORM	BRAD HARPER
THIS PLAT AND FIND IT ACCORDANCE WITH INFORMATION FFICE.	STATE OF UTAH, CO. OF <u>Nan_fuan_</u> RECORDED AT THE REQUEST OF <u>fire Development UC</u> FILED DATE <u>11.13-1007 TIME 11:32 AM BOOK 883 PACE 510</u>	Approved as to form this <u>13th</u> day of <u>November</u> 20 <u>07</u> A.D.	Surveyed By: Douglas E. Pehrson PO Box 727 Monticello, Utah
and A france and a state of the occurs	FEE 35.00 <u>Xallie 6 Janes</u> COUNTY REPORDER	A4 Deputy Comp ATTORNEY	Date:         November 1, 2007         84535           Scale:         1 inch = 75 feet         21

# SURVEYORS CERTIFICATION

I, DOUGLAS E. PEHRSON, A RECISTERED LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH AND HOLDING LICENSE NO. 155675, DO HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON IS A TRUE REPRESENTATION OF THE SURVEY. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17. ltem 26.

//-1-07	Malas Boughase 20	
DATE	DOUGLAS E. PEHRSON SE	

# LEGAL DESCRIPTION

BEGINNING SOUTH 4.59 FEET AND WEST 1434.83 FEET FROM THE NORTHEAST CORNER OF SECTION 29, T285, R25E, SLB&M. RUNNING THENCE N89\*49'E 452.15 FEET ALONG THE SECTION LINE; THENCE SOUTH 773.41 FEET TO THE NORTH STATE RIGHT OF WAY FENCE; THENCE ALONG THIS FENCE N70\*42'51"W 386.40 FEET TO A STATE RIGHT OF WAY MARKER; THENCE N0\*23'07"E 26.76 FEET TO A RIGHT OF WAY MARKER; THENCE N71\*56'03"W 92.15 FEET; THENCE NORTH 589.01 FEET TO THE POINT OF BECINNING. CONTAINING 7.15 ACRES, MORE OR LESS.

# OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I/WE, THE \_\_\_\_ UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS THE

# WERNER ESTATES SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

> BRADLEY W. HARPER, MANAGING MEMBER FoxFire Development, LLC

# ACKNOWLEDGMENT

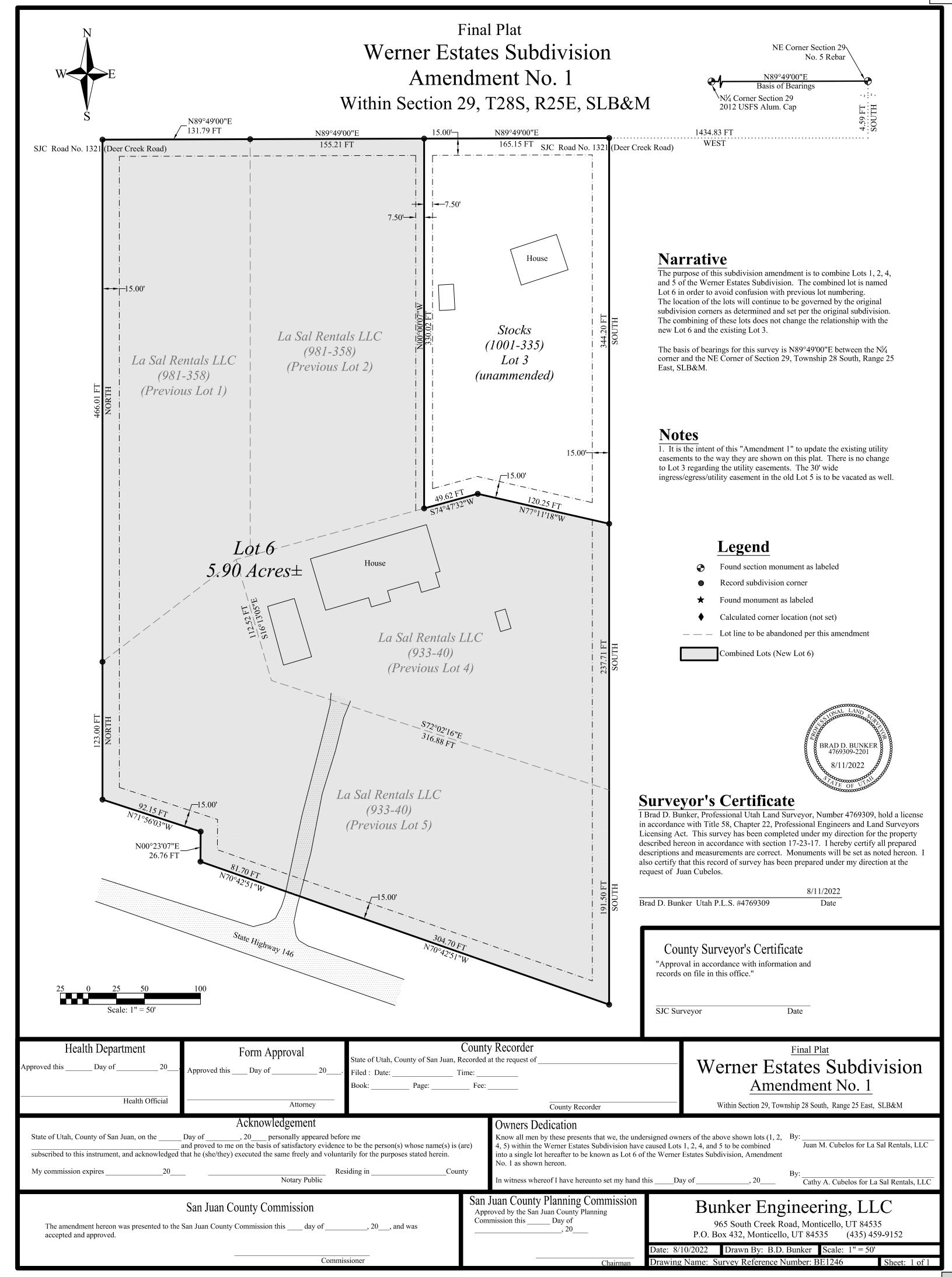
STATE OF UTAH COUNTY OF <u>Survive</u>

On the 15<sup>th</sup> day of <u>Moderable</u> 20<u>4</u> A.D., personally appeared before me, the undersigned notary public, in and for the county of <u>moderation</u> in said state of Utah, the signer() of the above owners dedication, <u>in number</u>, who duly acknowledged to me that <u>w</u> signed it freely and voluntarily and for the uses and purposes therein mentioned.

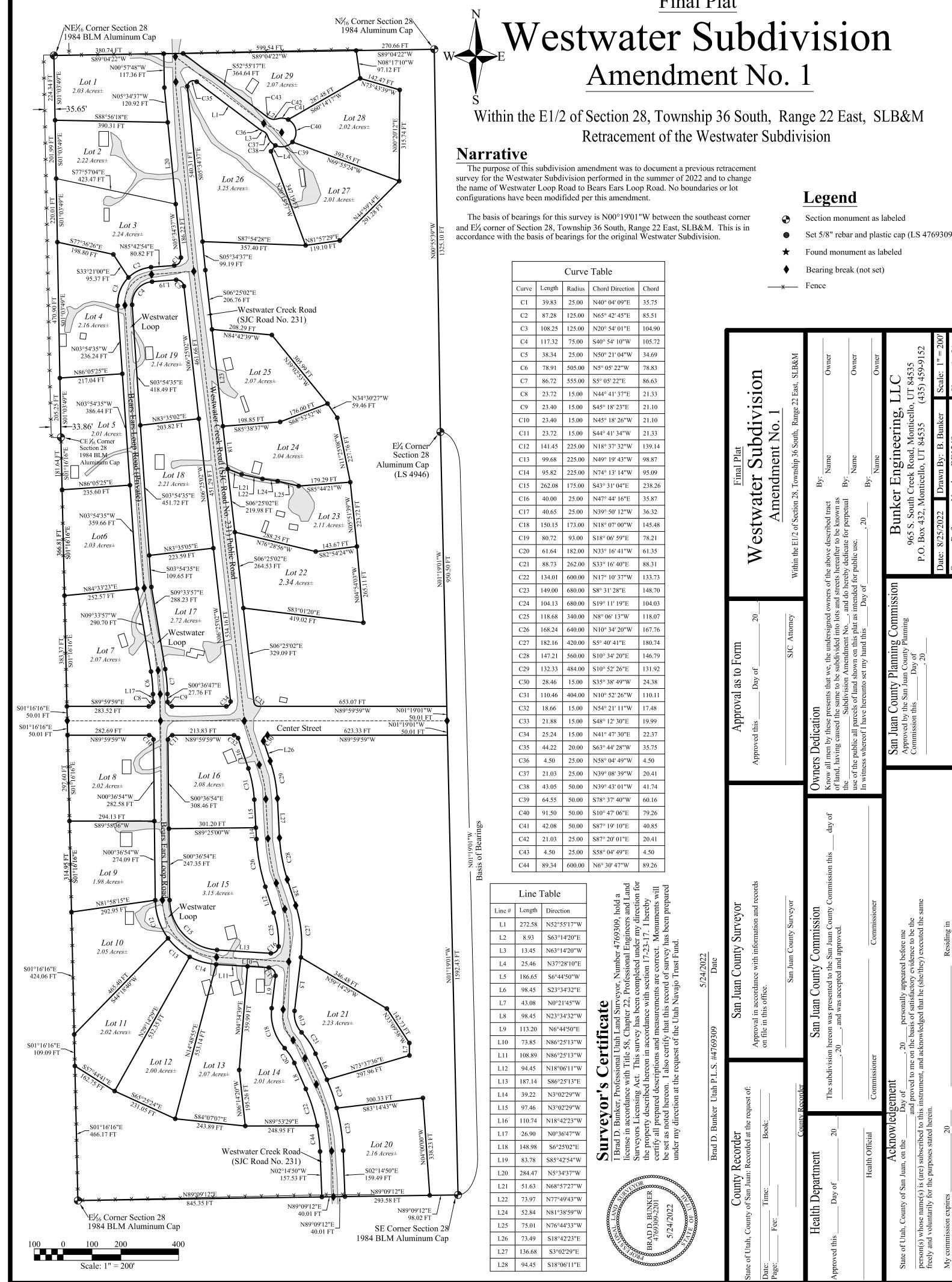
MY COMMISSION EXPIRES



NOTARY PUBLIC RESIDING IN \_\_\_\_\_ COUNTY



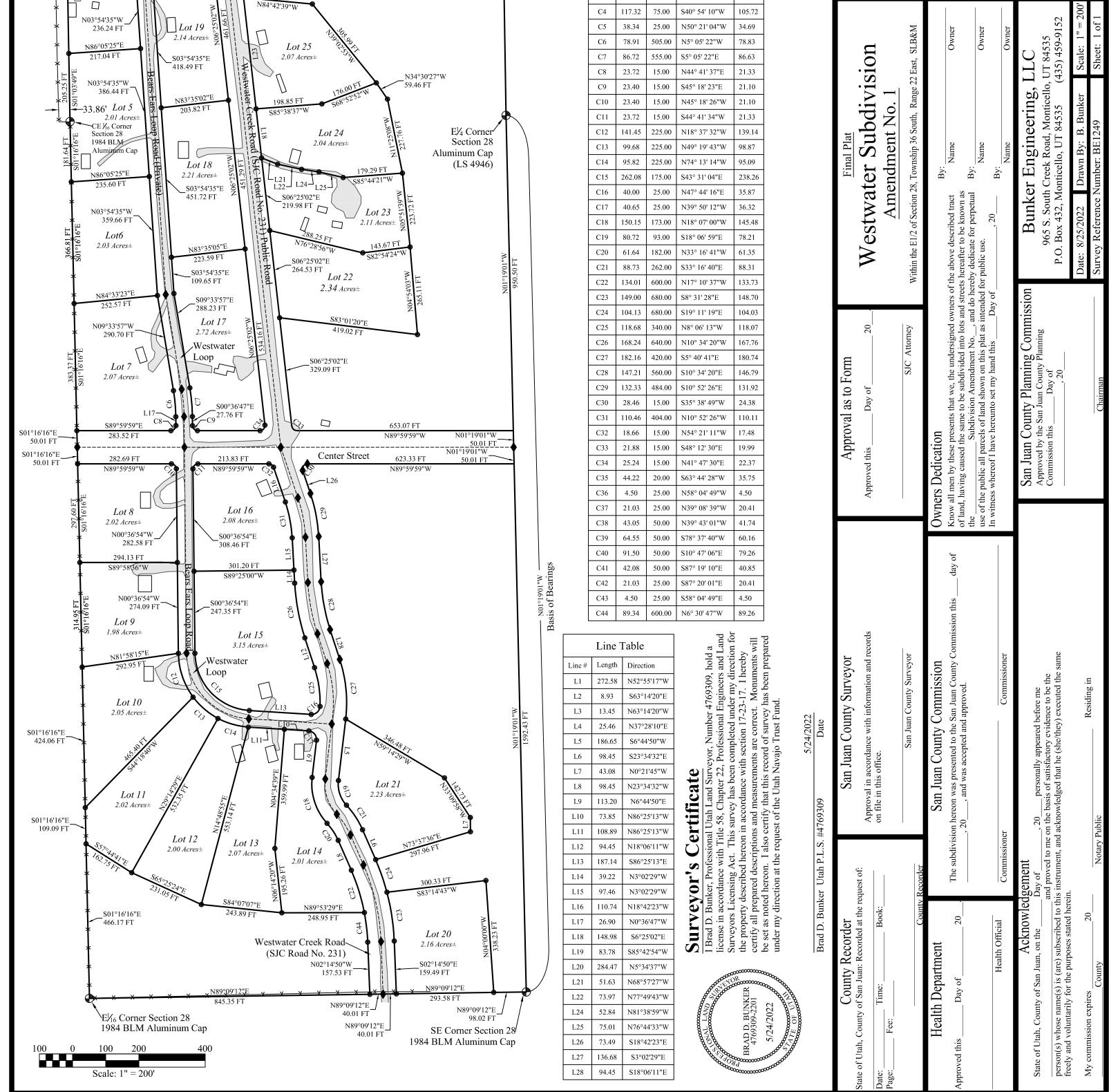
ltem 26.



Section 'Section'	on 28, T	ownshij	o 36 South, Ra for the original	nge 22 l
		Curve	Table	
Curve	Length	Radius	Chord Direction	Chord
C1	39.83	25.00	N40° 04' 09"E	35.75
C2	87.28	125.00	N65° 42' 45"E	85.51
C3	108.25	125.00	N20° 54' 01"E	104.90
C4	117.32	75.00	S40° 54' 10"W	105.72
C5	38.34	25.00	N50° 21' 04"W	34.69
C6	78.91	505.00	N5° 05' 22"W	78.83
C7	86.72	555.00	S5° 05' 22"E	86.63
C8	23.72	15.00	N44° 41' 37"E	21.33
C9	23.40	15.00	S45° 18' 23"E	21.10
C10	23.40	15.00	N45° 18' 26"W	21.10
C11	23.72	15.00	S44° 41' 34"W	21.33
C12	141.45	225.00	N18° 37' 32"W	139.14
C13	99.68	225.00	N49° 19' 43"W	98.87
C14	95.82	225.00	N74° 13' 14"W	95.09
C15	262.08	175.00	S43° 31' 04"E	238.26
C16	40.00	25.00	N47° 44' 16"E	35.87
C17	40.65	25.00	N39° 50' 12"W	36.32
C18	150.15	173.00	N18° 07' 00"W	145.48
C19	80.72	93.00	S18° 06' 59"E	78.21
C20	61.64	182.00	N33° 16' 41"W	61.35
C21	88.73	262.00	S33° 16' 40"E	88.31
C22	134.01	600.00	N17° 10' 37"W	133.73
C23	149.00	680.00	S8° 31' 28"E	148.70
C24	104.13	680.00	S19° 11' 19"E	104.03
C25	118.68	340.00	N8° 06' 13"W	118.07
C26	168.24	640.00	N10° 34' 20"W	167.76
C27	182.16	420.00	S5° 40' 41"E	180.74
C28	147.21	560.00	S10° 34' 20"E	146.79
C29	132.33	484.00	\$10° 52' 26"E	131.92

# **Final Plat**

- Set 5/8" rebar and plastic cap (LS 4769309)





# **STAFF REPORT**

MEETING DATE:October 4, 2022<br/>Consideration and Approval of Westwater Subdivision Amendment No.ITEM TITLE, PRESENTER:1, Scott Burton Planning and Zoning Director

**RECOMMENDATION:** Consideration and Approval

# SUMMARY

The Westwater subdivision was created in 2010. This amendment changes the name of the road to Bears Ears Loop. The road is planned to remain private.

This plat is being presented for consideration and approval.

The Planning Commission approved the plat at the September 8, 2022 PC Meeting



# **STAFF REPORT**

MEETING DATE:October 4, 2022<br/>Consideration and Approval of Hummingbird Nest SubdivisionITEM TITLE, PRESENTER:Amendment 1, Scott Burton Planning and Zoning Director

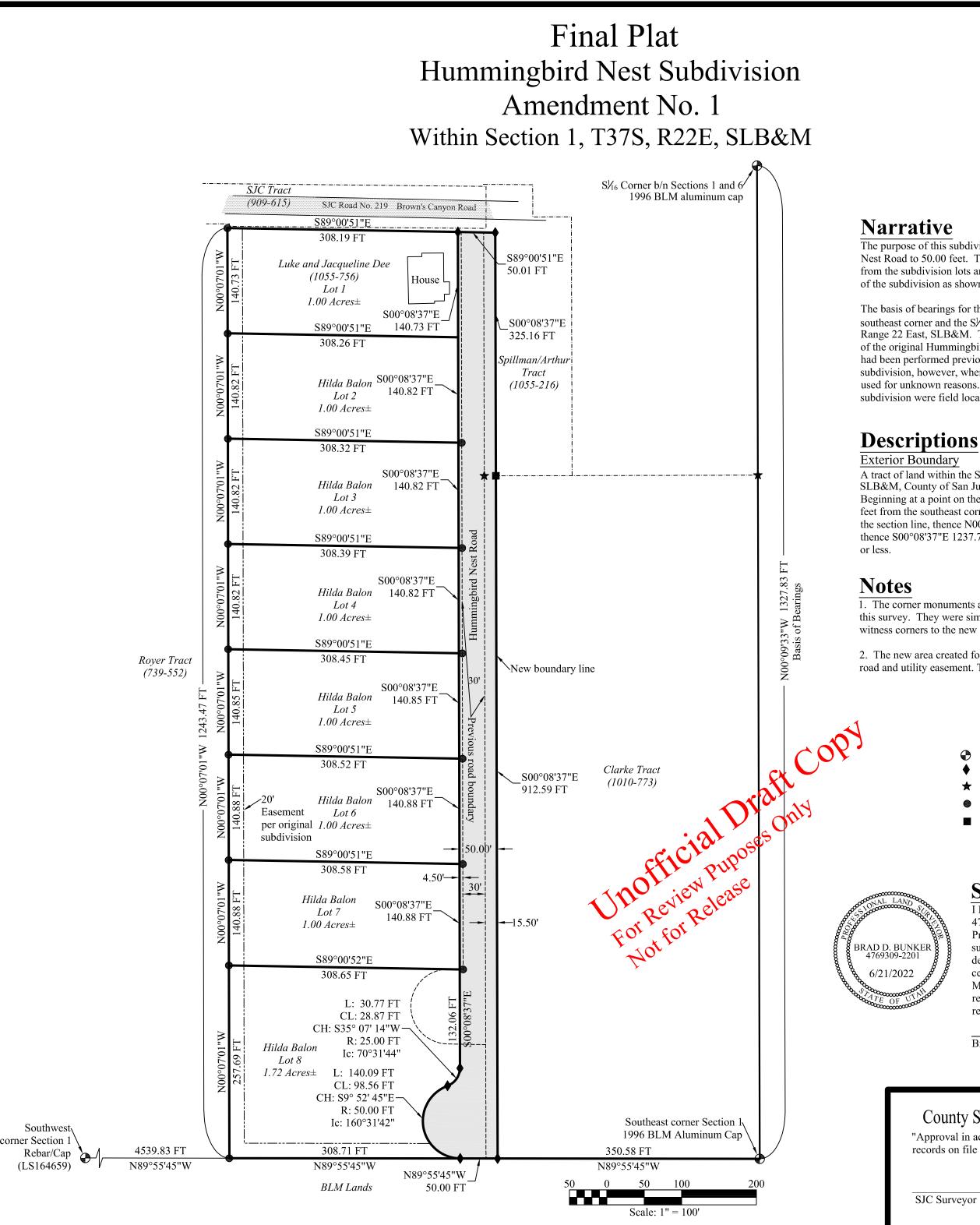
**RECOMMENDATION:** Consideration and Approval

# SUMMARY

The Hummingbird Nest Subdivision was created in 2019 with 8 lots (see original plat attached). This amendment widens the road, and moves the turnaround. The road is intended to remain private.

This plat was presented for a preliminary plat review at the August 11, 2022 PC Meeting.

The Planning Commission approved the plat at the September 8, 2022 PC Meeting



ltem 28



The purpose of this subdivision amendment was to widen Hummingbird Nest Road to 50.00 feet. This was done by taking 4.50 additional feet from the subdivision lots and 15.50 feet from the private landowners east of the subdivision as shown hereon.

The basis of bearings for this survey is N00°09'33"W between the southeast corner and the  $S_{16}^{\prime}$  corner of Section 1, Township 37 South, Range 22 East, SLB&M. This is in accordance with the basis of bearings of the original Hummingbird Nest Subdivision. Other private surveys had been performed previously to the east and the north of this subdivision, however, when the subdivision was created a new basis was used for unknown reasons. Pertinent corner monuments adjoining the subdivision were field located and are shown hereon.

A tract of land within the SE¼ of Section 1, Township 37 South, Range 22 East, SLB&M, County of San Juan, State of Utah, more particularly described as follows; Beginning at a point on the south line of said Section 1 located N89°55'45"W 350.58 feet from the southeast corner of said Section 1; thence N89°55'45"W 358.71 feet along the section line, thence N00°07'01"W 1243.47 feet, thence S89°00'51"E 358.20 feet, thence S00°08'37"E 1237.75 feet to the point of beginning, containing 10.21 acres more

1. The corner monuments along the east lot lines were not adjusted per this survey. They were simply left in place and shall act as 4.50 foot witness corners to the new lot corners.

2. The new area created for Hummingbird Nest Road shall be a private road and utility easement. The old cul-de-sac shall be abandoned.

# Legend

- Found PLSS monument as labeled
- Set rebar/cap (LS 4769309)
- Found rebar/cap (LS 4769309)
- Found rebar/cap (LS 161297)
- Caclulated location (not set)

# **Surveyor's Certificate** I Brad D. Bunker, Professional Utah Land Surveyor, Number

4769309, hold a license in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act. This survey has been completed under my direction for the property described hereon in accordance with section 17-23-17. I hereby certify all prepared descriptions and measurements are correct. Monuments will be set as noted hereon. I also certify that this record of survey has been prepared under my direction at the request of Byron Clarke.

6/21/2022

Date

Brad D. Bunker Utah P.L.S. #4769309

# County Surveyor's Certificate

"Approval in accordance with information and records on file in this office."

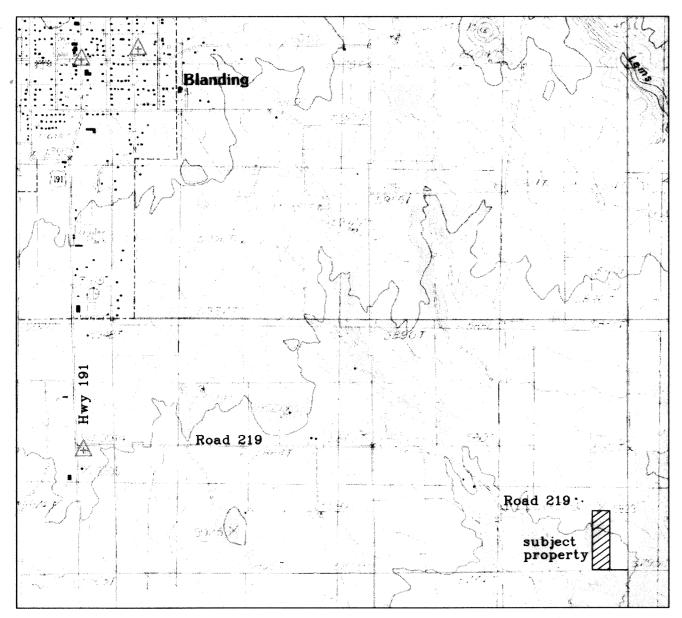
SJC Surveyor

Date

Final Plat	Hummingbird Nest Subdivision	<u>Amendment No. 1</u>	Within Section 1, Township 37 South, Range 22 East, SLB&M	Owners Dedication Know all men by these presents that we, the undersigned owners of the affected land shown Alva Byron Clarke IV Owner hereon cause the same to be amended as shown hereon bereatter to be known as the	Intent No. 1. By: By: By: By: Owner	my hand thisDay of, 20Bv <sup>.</sup>		By:         By:           Owner         By:           Owner         Denise L. Arthur	B	965 South Creek Koad, Monticello, U1 84555 P.O. Box 432, Monticello, UT 84535 (435) 459-9152 Date: 6/20/2022 Drawn Bv: B.D. Bunker Scale: 1" = 100'	Drawing Name: Survey Reference Number: BE1236 Sheet: 1 of Chairman
County Recorder	State of Utah, County of San Juan, Recorded at the request of Filed : Date: Time:	Book: Page: Fee:	County Recorder			In witness whereof I have hereunto set my hand this	Residing in Luke Dee Owner	By: Jacqueline Dee	San Juan County Planning Commission	, 20, and was Approved by the San Juan County Planning Commission this, Day of, 20,	Attest
Form Approval	20 $20$ $20$ $20$ $5t$	Bc	Health Official Attorney	Acknowledgement	State of Utah, County of San Juan, on the Day of, 20 personally appeared before me and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument and acknowledged that he (she/thev) executed the same freely and voluntarily for the		20	Notary Public	San Juan County Commission	The amendment hereon was presented to the San Juan County Commission this day of accepted and approved.	Commissioner
Health Department	ved this Day of		Healt		State of Utah, County of San Juan, on the name(s) is (are) subscribed to this instrum	purposes stated herein.	My commission expires County			The amendment hereon was pre accepted and approved.	

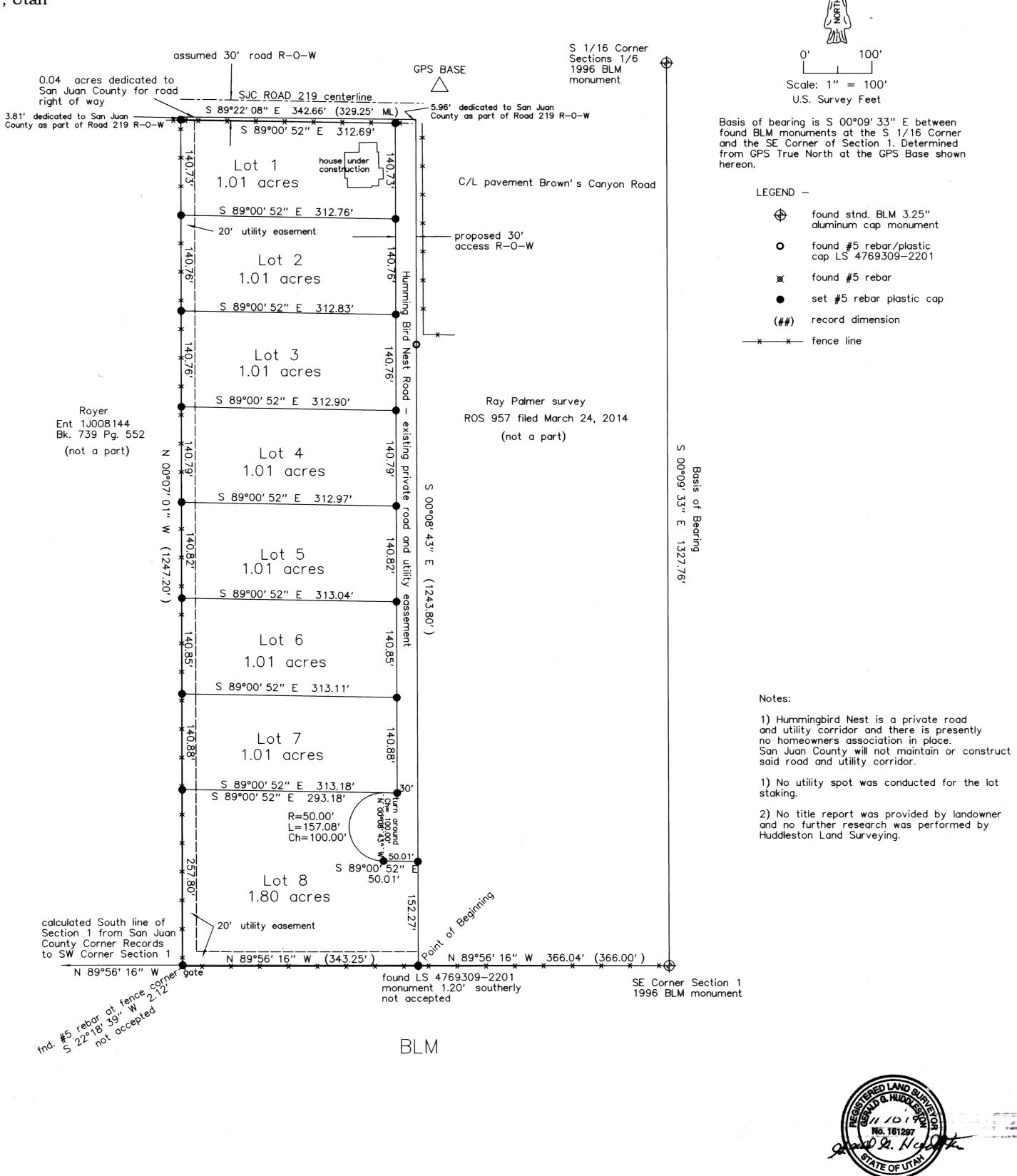
FINAL PLAT OF HUMMINGBIRD NEST SUBDIVISION Ent 158984 Bk. 1032 Pg. 593 SE/4 SE/4 Section 1, T.37 S., R.22 E., SLM, San Juan County, Utah 0.04 acres dedicated to

right of way



Vicinity Map - not to scale

PLANNING COMMISSION CERTIFICATE APPROVED THIS 19 DAY OF NOYENBER A.D. 2019 BY SAN JUAN COUNTY PLANNING COMMISSION COUNTY HEALTH DEPARTMENT APPROVED THIS 19th DAY OF December A.D.2019, BY SAN JUAN COUNTY PLANNING COMMISSION NI CHAIRMAN



 COUNTY SURVEYOR CORRECTE	COUNTY COMMISSION APPROVAL	APPROVAL AS TO FORM
I HEREBY CERTIFY THAT I HAVE AD THIS PLAT AND SAID	PRESENTED TO THE SAN JUAN COUNTY COMMISSION THIS 191 DAY OF ADVENDER, A.D. 2019	APPROVED AS TO FORM THIS 19 DAY OF
TRACT AS STAKED EXAMINED BY THIS OFFICE AND IT IS	THIS <u>199</u> DAY OF <b>NOVEABER</b> , A.D. 20 <u>19</u> .	A.D. 2017
CORRECT AND IN ACCORDANCE MILLING REAL ATION ON FILE	SUBDIVISION WAS ACCEPTED AND APPROVED.	
IN THIS OFFICE.		
AL. 10 2019 00 00	ATTEST	antit OK 1
Nan. 11, 2014	SAN JUAN COUNTY COMMISSION CHAIR	
 DATE SAN JUAN SURVEYOR		SAN JUAN ATTORNEY

# SURVEYOR'S CERTIFICATE

I, GERALD G. HUDDLESTON, DO HEREBY CERTIFY THAT I AM A REGISTERED UTAH LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 161297 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, AND I FURTHER CERTIFY THAT UNDER THE AUTHORITY OF THE OWNERS, I HAVE MADE AN ACCURATE SURVEY OF THE PROPERTY DESCRIBED HEREON AND HAVE SUBDIVIDED SAID TRACT INTO LOTS AND STREETS, AS SHOWN ON THIS PLAT, WHICH IS HEREAFTER TO BE KNOWN AS, HUMMINGBIRDBIRD NEST SUBDIVISION.

# **BOUNDARY DESCRIPTION**

A PARCEL OF LAND CONTAINED IN THE SE1/4 OF SECTION 1, T.37 S., R.22 E., S.LM., SAN JUAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF THE TRACT DESCRIBED HEREIN, A POINT ON THE SOUTH LINE OF SAID SECTION 1, FROM WHICH POINT THE SE CORNER OF SAID SECTION 1 BEARS S 89°56'16" E A DISTANCE OF 366.04 FEET; THENCE, N 89°56'16" W A DISTANCE OF 343.25 FEET ALONG THE CALCULATED SOUTH LINE OF SAID SECTION 1;

THENCE, N 00°07'01" W A DISTANCE OF 1247.20 FEET TO THE NW CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE, S 89°22'08" E A DISTANCE OF 342.66 FEET TO THE NE CORNER OF THE TRACT DESCRIBED HEREIN; THENCE, S 00°08'43" E 1243.80 FEET BACK TO THE POINT OF BEGINNING.

11 10 2019 DATE

GERALD G. HUDDLESTON

# **OWNERS DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS THE

# HUMMINGBIRD NEST SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC 0.04 ACRES LYING NORTH OF LOT 1 AS SHOWN ON THIS PLAT, INTENDED FOR PUBLIC USE.

IN WITNESS THEREOF I HAVE HEREUNTO SET MY HAND THIS  $\frac{27}{100}$  day of  $\frac{1000}{100}$  A.D.,  $20\frac{19}{10}$ 

HILDA BALLON

HILDA BALON, OWNER

ACKNOWLEDGEMENT

STATE OF UTAH COUNTY OF Sanchan

ON THE 27 day of <u>Deriver</u> a.d. 2019 personally appeared before me hilda balon and proved to me on the basis of satisfactory EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGE THAT SHE EXECUTED THE SAME.

HUDDLESTON LAND SURVEYING

COUNTY RECORDER NO.

P.O. Drawer KK - Cortez, CO 81321 - (970) 565-3330

STATE OF UTAH, COUNTY OF SAN JUAN

FILED: 17-1019 TIME 9-1341 BOOK 1044 PAGE

MY COMMISSION EXPIRES 1-17-2022	Valerie Wa			
	NOTARY PUBLIC RESIDING IN			

lfur <u>n Juan</u> COUNTY

766 FEE \$64.00

A second se Al in the second second

an ear Bolleford up

ltem 28.





# **STAFF REPORT**

MEETING DATE:October 4, 2022<br/>Consideration and Approval of Coates II Subdivision Amendment 2, ScottITEM TITLE, PRESENTER:Burton Planning and Zoning Director

**RECOMMENDATION:** Consideration and Approval

# SUMMARY

The Coates 2 subdivision was created in 2018 with one lot. The subdivision was amended in 2020 with 9 lots. This amendment creates utility easements on the lots of the Coates II Subdivision as shown on the plat.

This plat was presented for a preliminary plat review at the August 11, 2022 PC Meeting.

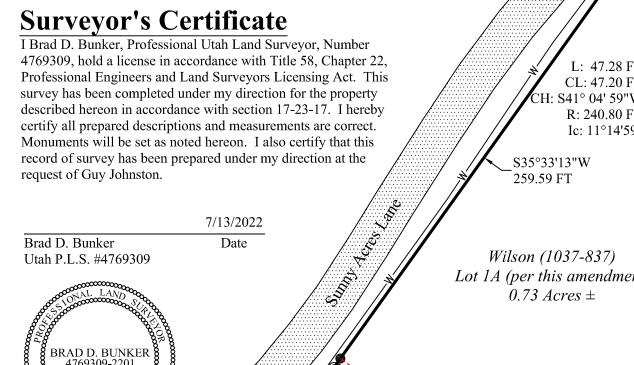
The Planning Commission approved the plat at the September 8, 2022 PC Meeting



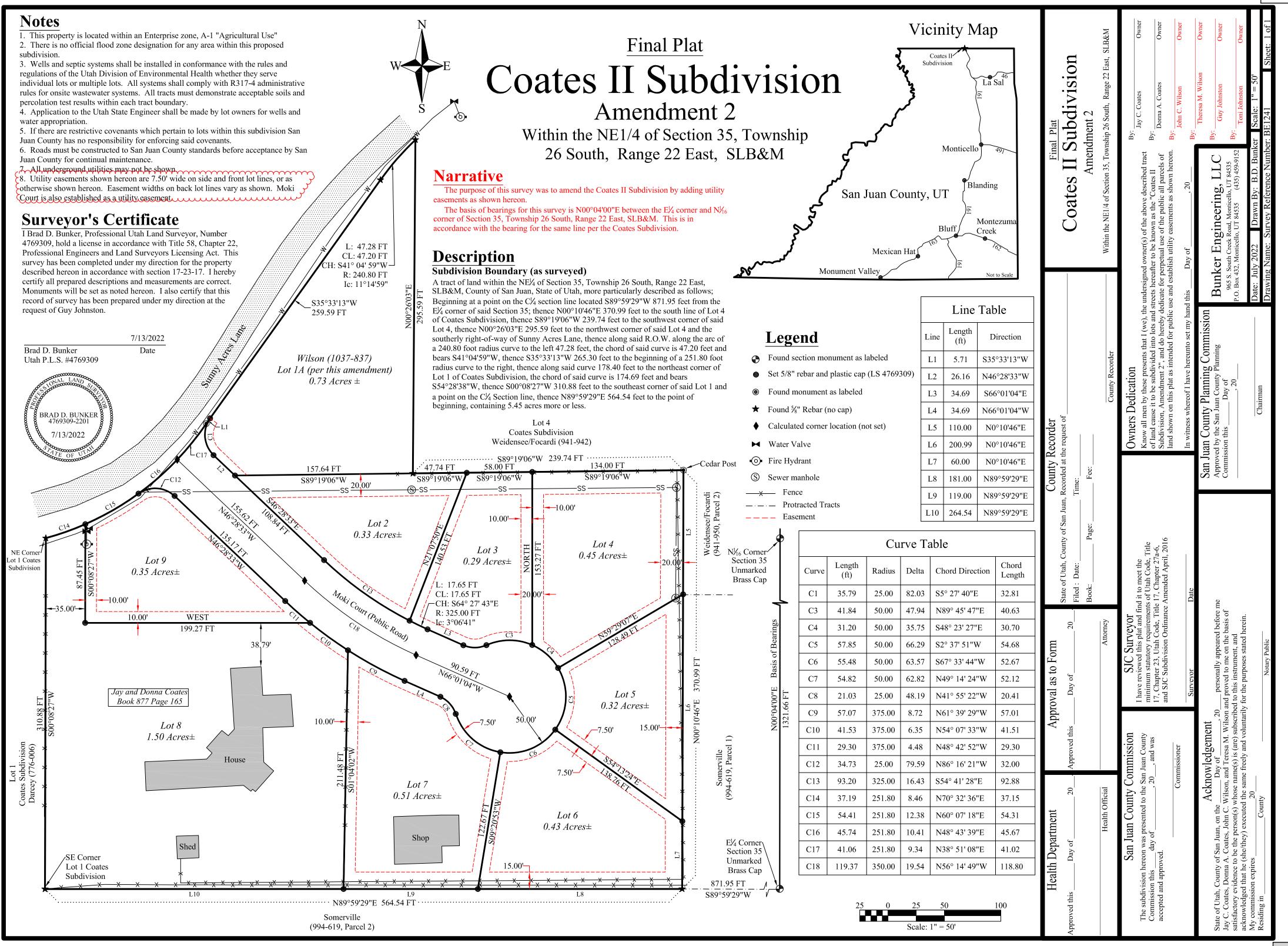
subdivision.

regulations of the Utah Division of Environmental Health whether they serve individual lots or multiple lots. All systems shall comply with R317-4 administrative rules for onsite wastewater systems. All tracts must demonstrate acceptable soils and percolation test results within each tract boundary.

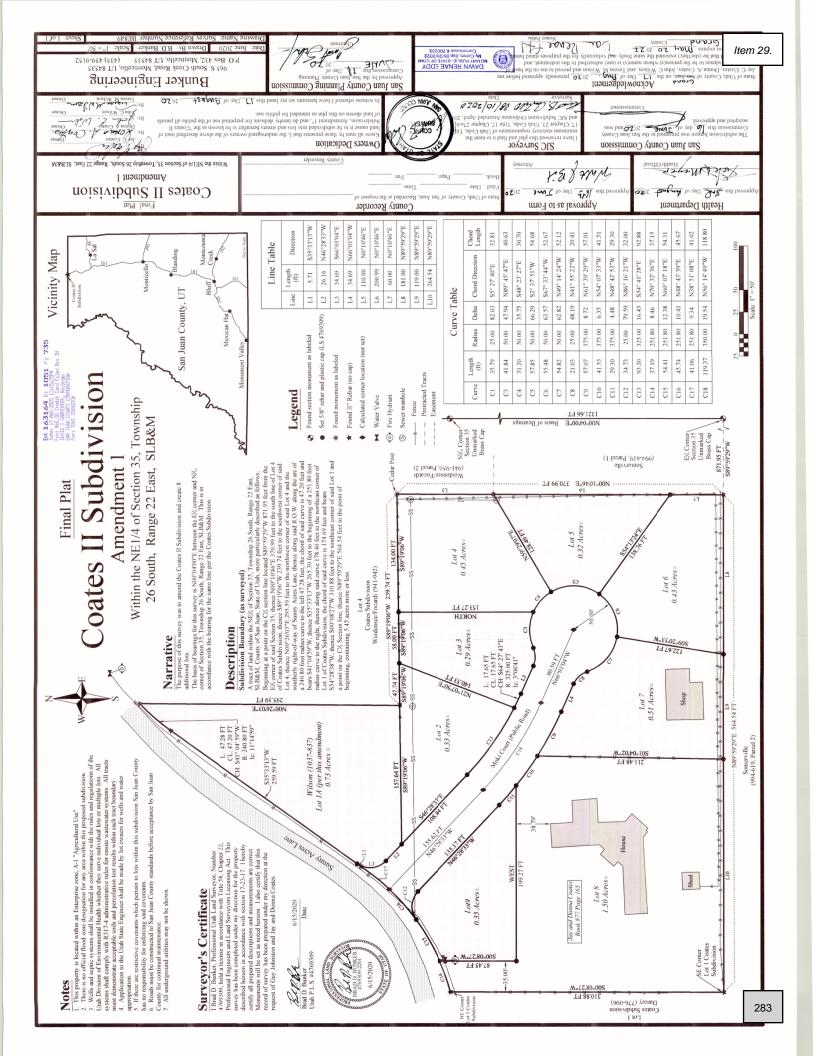
Juan County for continual maintenance.

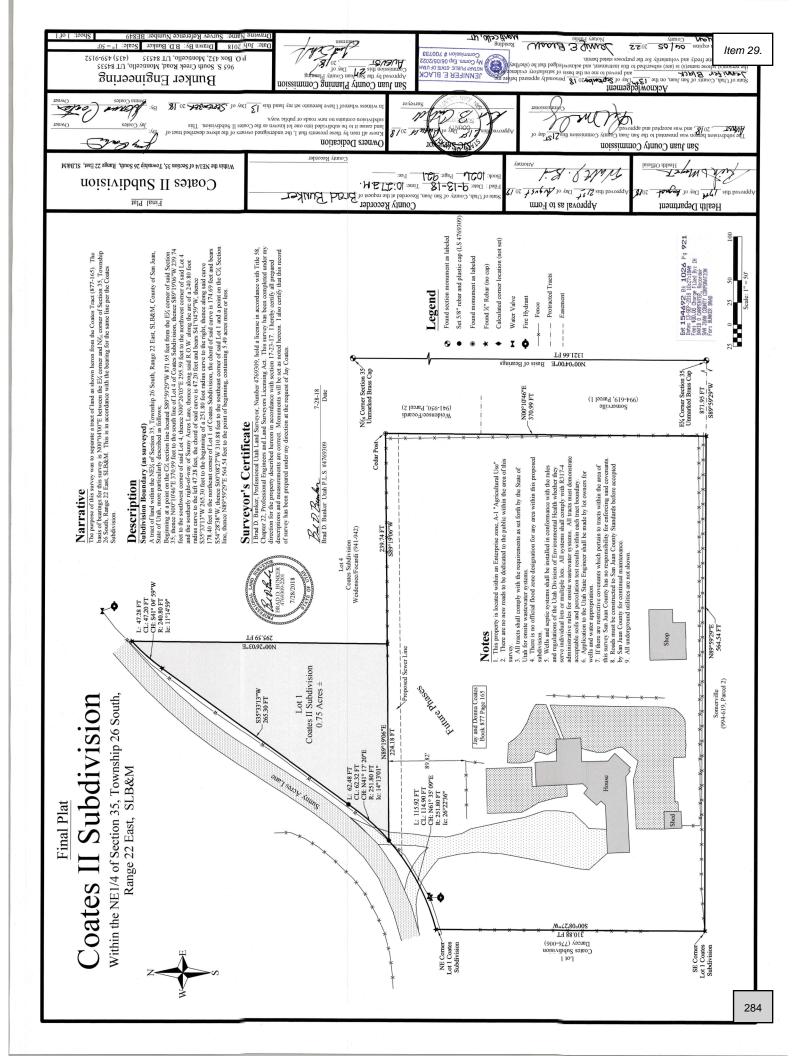


**Coates Subdivision** 



Item 29.





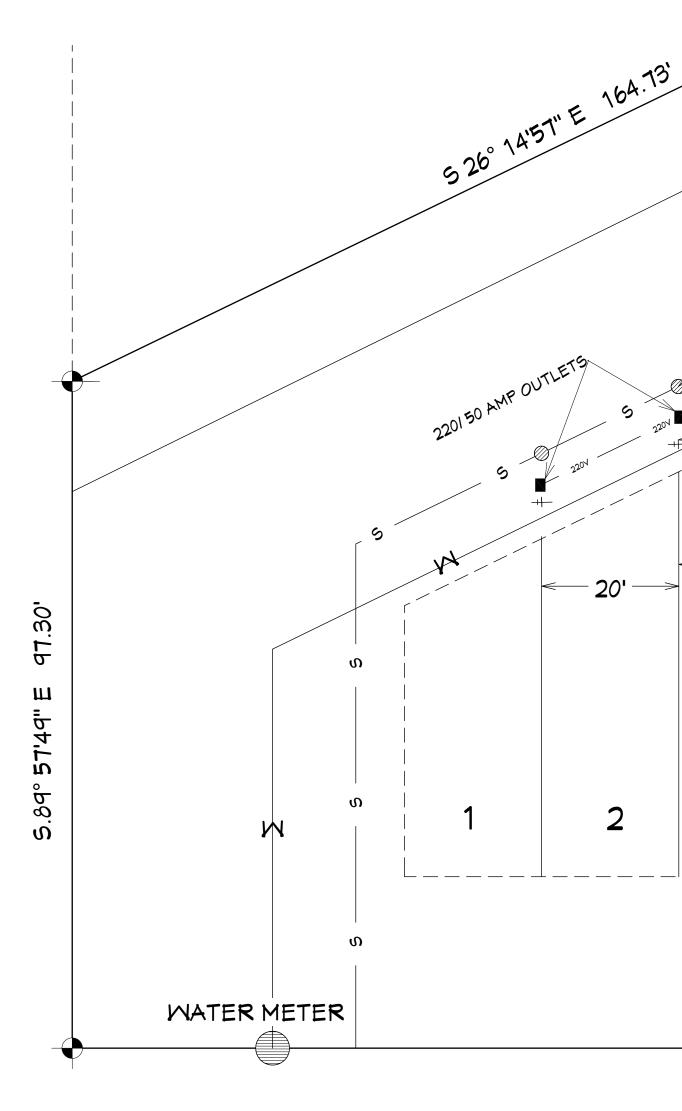
# GENERAL NOTES

CONTRACTOR AND SUB-CONTRACTORS SHALL, PRIOR TO ENTERING INTO A CONTRACT WITH THE OWNER AND/OR CONTRACTOR, THOROUGHLY REVIEW THESE DRAWINGS FOR CONTRACTIBILITY, AND REPORT IN WRITING TO THE DESIGNER ANY PROBLEMS, DISCREPANCIES OR CONFLICTS THAT WILL ADVERSELY AFFECT THE CONTRACTORS/SUB-CONTRACTORS ABILITY TO CONSTRUCT THIS PROJECT AND/OR RESULTS IN ANY INCREASED COST.

INTENT OF DRAWINGS AND SPECIFICATIONS – REFER TO THE DRAWINGS FOR ALL MEASUREMENTS. THE MEASUREMENTS GIVEN ON THE ARCHITECTURAL PLANS SHALL BE CHECKED BY EACH SUBCONTRACTOR BEFORE PROCESSING WITH THE WORK, AND ANY DISCREPANCIES SHALL BE REPORTED AT ONCE TO THE GENERAL CONTRACTOR. SHOULD IT APPEAR THAT THE WORK COVERED BY THE CONTRACT DOCUMENTS IS NOT SUFFICIENTLY DETAILED OR EXPLAINED, GENERAL CONTRACTOR SHALL APPLY TO THE DESIGNER FOR FURTHER DRAWINGS OR EXPLANATIONS AS MAY BE NECESSARY TO CLARIFY THE POINT IN QUESTION. IT IS THE INTENTION OF THE CONTRACT DOCUMENTS TO PROVIDE A JOB COMPLETE IN EVERY RESPECT. GENERAL CONTRACTORS AND SUBCONTRACTORS ARE TO BE RESPONSIBLE FOR THE RESULTS AND TO TURN OVER THE PROJECT IN COMPLETE OPERATING CONDITION, IRRESPECTIVE OF WHETHER THE CONTRACT DOCUMENTS COVER EVERY INDIVIDUAL ITEM IN MINUTE DETAIL.

PENETRATIONS OF FIRE-RESISTIVE WALLS, FLOOR/CEILINGS AND ROOF/CEILINGS SHALL BE PROTECTED AS REQUIRED IN IBC.

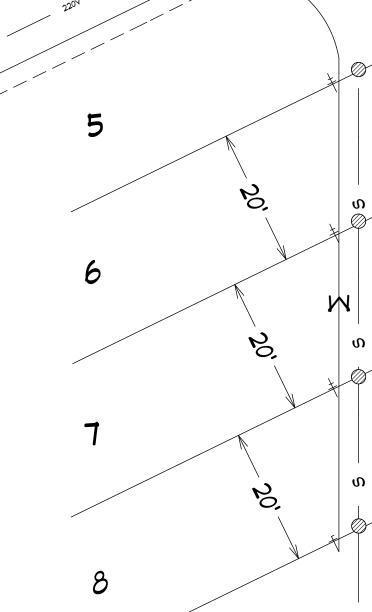
THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL DIMENSIONS, CONDITIONS, AND ELEVATIONS WITH THE PROJECT DRAWING PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL INFORM THE OWNER OF ANY DISCREPANCIES OR OMISSIONS ON THE DRAWINGS. ANY SUCH DISCREPANCY, OMISSION OF VARIATION NOT REPORTED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DESIGN AND PROVIDE ADEQUATE SHORING, BRACING, AND FORM WORK, ETC., AS REQUIRED FOR THE PROTECTION OF LIFE AND PROPERTY DURING THE CONSTRUCTION. BACK FILL AROUND THE PERIMETER EXTERIOR WALLS SHALL NOT BE PLACED UNTIL AFTER THE WALLS ARE SUPPORTED BY THE COMPLETION OF INTERIOR FLOOR SYSTEMS. THE CONTRACTOR SHALL ESTABLISH AND VERIFY ALL OPENINGS AND INSERTS FOR ARCHITECTURAL, STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL WITH APPROPRIATE TRADES, DRAWINGS, AND SUBCONTRACTORS PRIOR TO CONSTRUCTION. ANY INSPECTIONS, SPECIAL OF OTHERWISE THAT ARE REQUIRED BY THE BUILDING CODES LOCAL BUILDING DEPARTMENTS, OR BY THESE PLANS SHALL BE DONE BY AN INDEPENDENT INSPECTION COMPANY OR THE BUILDING DEPARTMENT. SITE VISITS BY THE ENGINEER DO NOT CONSTITUTE AN OFFICIAL INSPECTION, UNLESS SPECIFICALLY CONTRACTED FOR. THE CONTRACTOR SHALL REVIEW ALL SHOP DRAWINGS AND VERIFY ALL DIMENSIONS WITH THE PROJECT DRAWINGS PRIOR TO SUBMITTAL. ITEMS NOT IN ACCORDANCE WITH CONTRACT DRAWINGS SHALL BE FLAGGED UPON HIS/HER REVIEW. ANY CHANGES, SUBSTITUTIONS, OR DEVIATIONS FROM THE ORIGINAL CONTRACT DRAWINGS SHALL BE CLOUDED. AND OF THE AFOREMENTIONED WHICH ARE NOT CLOUDED OR FLAGGED BY SUBMITTING PARTIES SHALL NOT BE CONSIDERED APPROVED AFTER ENGINEERS REVIEW UNLESS NOTED ACCORDINGLY. ANY ENGINEERING DESIGN, PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW, SHALL BEAR THE SEAL OF A REGISTERED ENGINEER. THE SHOP DRAWINGS DO NOT REPLACE THE ORIGINAL CONTRACT DRAWINGS. ITEMS OMITTED OR SHOWN INCORRECTLY AND ARE NOT FLAGGED BY THE ENGINEER ARE NOT TO BE CONSIDERED CHANGES TO ORIGINAL DRAWINGS. THE ADEQUACY OF ENGINEERING DESIGNS AND LAYOUT PERFORMED BY OTHERS RESTS WITH THE DESIGNING OR SUBMITTING AUTHORITY. REVIEWING IS INTENDED ONLY FOR GENERAL CONFORMANCE WITH THE DESIGN SPECIFICATIONS, RESPONSIBILITY FOR CORRECTNESS SHALL REST WITH THE CONTRACTOR. THE OWNER AND ENGINEER SHALL BE NOTIFIED OF ANY UNUSUAL OR UNFORESEEN SITUATION OR SAFETY OF THE BUILDING PRIOR TO CONTINUING WITH CONSTRUCTION. THE CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THE CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, EXCEPT LIABILITY FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL. CONDITIONS NOT SPECIFICALLY SHOWN SHALL BE CONSTRUCTED SIMILAR TO THE DETAILS. REFERENCES TO ANY DETAIL OR DRAWING IS FOR CONVENIENCE ONLY AND DOES NOT LIMIT THE APPLICATION OF SUCH DETAIL OR DRAWING. OBSERVATION VISITS TO THE JOB SITE BY THE DESIGNER DO NOT INCLUDE INSPECTION OF CONSTRUCTION PROCEDURES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION METHODS AND FOR SAFETY CONDITIONS AT THE WORK SITE. THESE VISITS SHALL NOT BE CONSTRUED AS CONTINUOUS AND DETAILED INSPECTIONS. THE DESIGNER SHALL IN NO WAY BE RESPONSIBLE FOR HOW THE FIELD WORK IS PERFORMED, SAFETY IN, OR ABOUT THE JOB SITE, METHODS OF PERFORMANCE OR TIMELINESS IN THE PERFORMANCE OF THE CONTRACTOR OR SUBCONTRACTOR'S WORK. NO STRUCTURAL MEMBER SHALL BE CUT, NOTCHED, BORED OR OTHERWISE WEAKENED, EXCEPT AS ALLOWED BY THE 2015 INTERNATIONAL BUILDING CODE, UNLESS OTHERWISE ON PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SHORING AND BRACING REQUIRED TO PROTECT PERSONNEL AND ALL ADJACENT PROPERTY DURING CONSTRUCTION TO INSURE THE SAFETY OF THE STRUCTURE.



TO THE BEST OF MY KNOWLEDGE THESE PLANS ARE DRAWN TO COMPLY WITH THE OWNER'S AND/OR BUILDERS SPECIFICATIONS AND ANY CHANGES MADE ON THEM AFTER PRINTS ARE MADE WILL BE DONE AT THE OWNER'S AND/OR BUILDERS RESPONSIBILITY. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ENCLOSED DRAWINGS. WILLIAMS DESIGN GROUP IS NOT LIABLE FOR ERRORS ONCE CONSTRUCTION HAS BEGUN. WHILE EVERY EFFORT HAS BEEN MADE IN THE PREPARATION OF THIS PLAN TO AVOID MISTAKES, THE MAKER CANNOT GUARANTEE AGAINST HUMAN ERROR. THE CONTRACTOR OF THE JOB MUST CHECK ALL DIMENSIONS, BUILDING CODES, AND OTHER DETAILS PRIOR TO CONSTRUCTION AND BE SOLELY RESPONSIBLE THEREAFTER.



64.64



TRANSFORMER

< 10'

60

 $\checkmark \Delta$   $\land$ 

HANDICAP PARKING

HOSE BIBS

25' WIDE ACCESS AND

UTILITY EASEMENT

- 20'

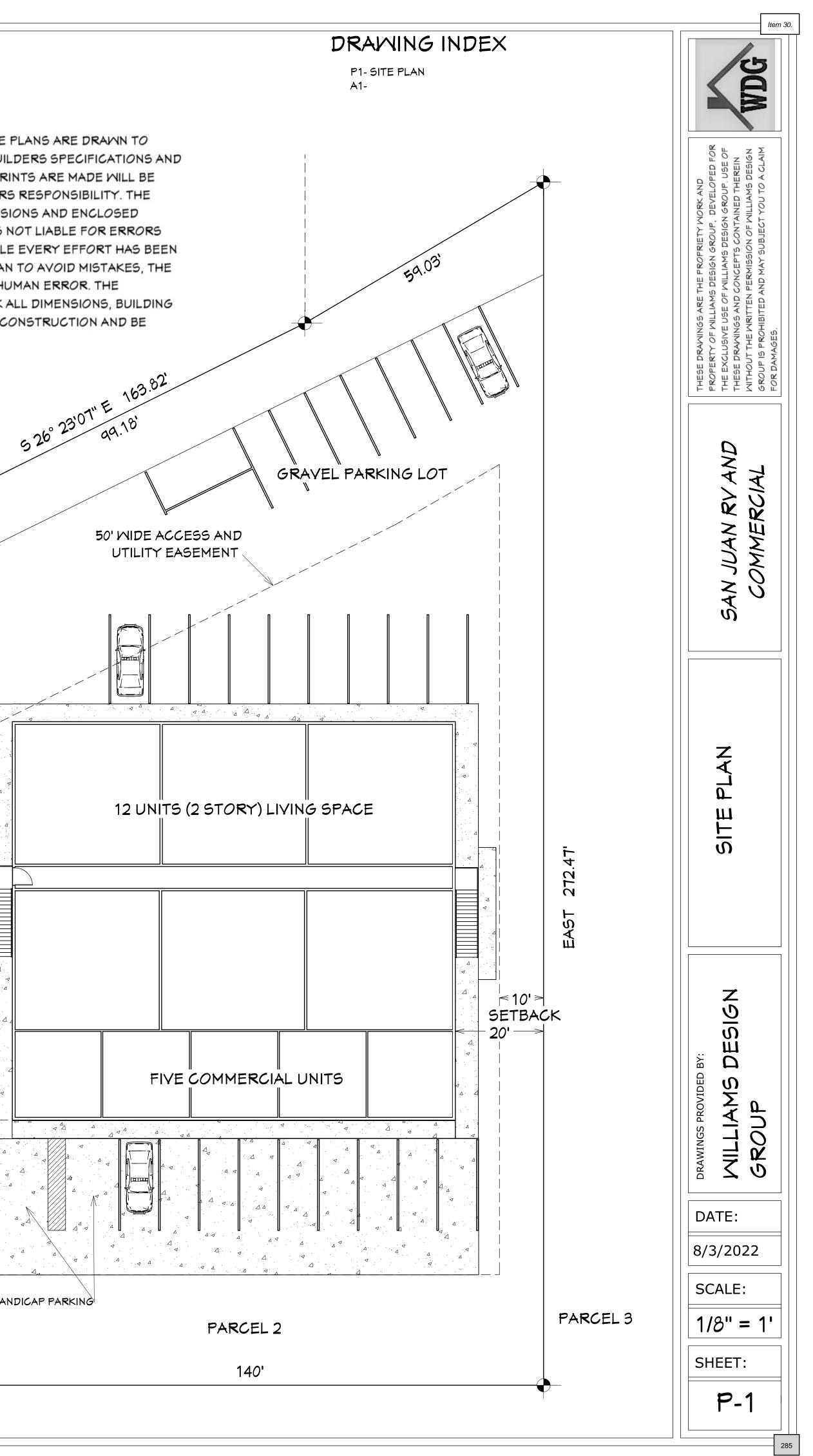
4

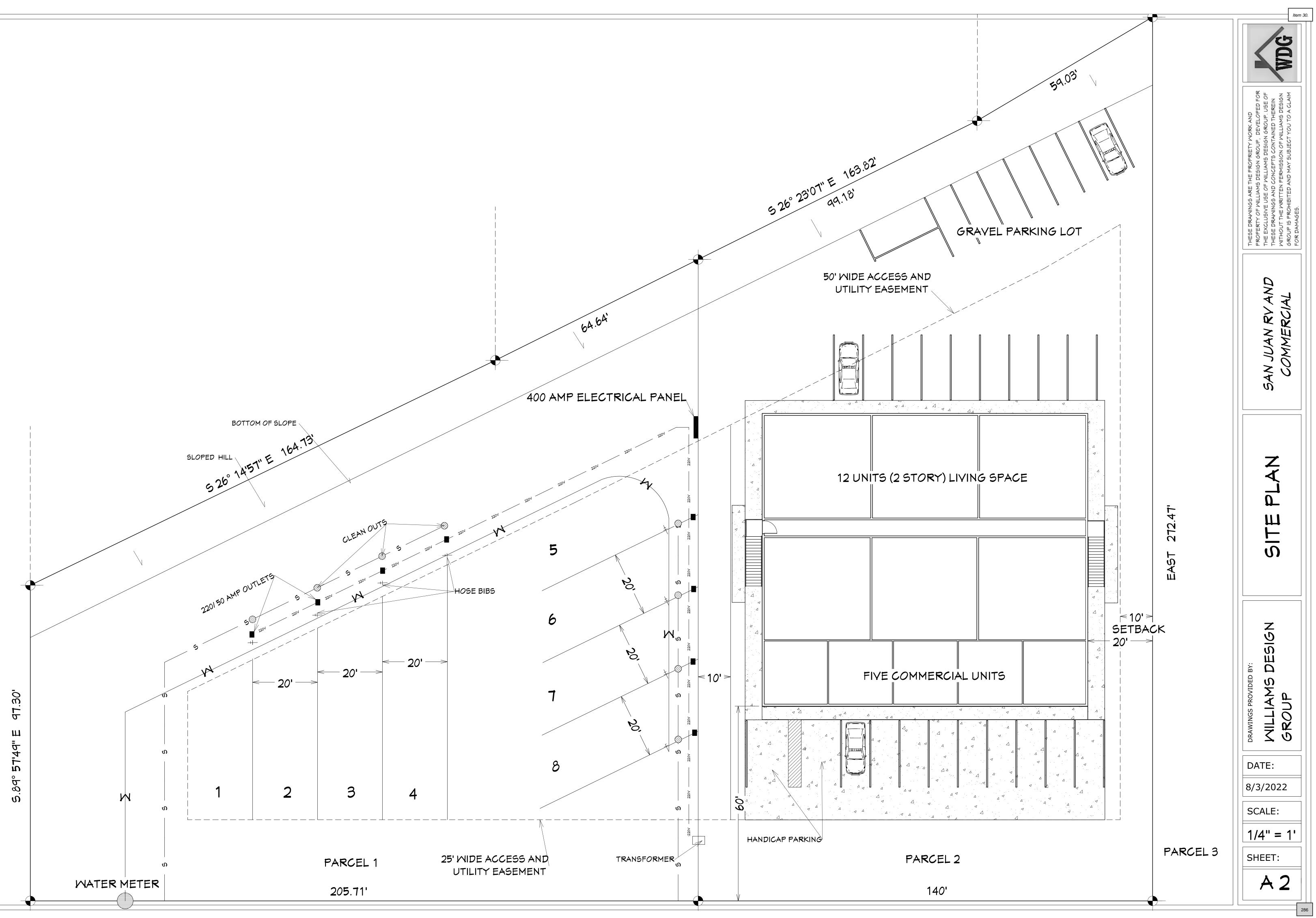


205.71'

3

- 20' ----







# **STAFF REPORT**

MEETING DATE:	October 4, 2022
	Consideration and Recommendation for Overnight Accommodations Overlay Application, Stephen Howard, Red Rock Earth Movers, Terrence Thompson, TNT Real Estate Investments Inc., Scott Burton Planning and Zoning Director
<b>RECOMMENDATION:</b>	Consideration and Recommendation

# SUMMARY

Stephen Howard is applying to attach the Spanish Valley Overnight Accommodations Overlay to his project on Parcels 26S22E357841 and 26S22E357842. On parcel 26S22E357841, the proposed development includes 12 residential units for nightly rentals, and 5 commercial units. On parcel 26S22E357842 is proposed 8 RV spots.

At this step in the process, the PC should consider the proposed primary uses, the number of room/units, design and development conditions, special conditions and requirements, and other uses and development requirements. The PC makes a recommendation for the Board of County Commissioners.

# **HISTORY/PAST ACTION**

The first step of the overlay process was recommended for approval by the Planning Commission on June 9, 2022, and approved by the Board of County Commissioners on June 21, 2022

The Planning Commission made a recommendation to attach the overlay to this development at the September 8, 2022 Planning Commission Meeting.

# San Juan County Low Income Abatements 2nd Group

Approved	9/9/2022 Posted in			Blind or				
by Commission	Coins	Name	Tax Amount	Veteran	Circuit	Circuit 20	Indigent	Balance
	Х	J Sallee	678.00	-	615.00	63.00		-
	Х	S Wangelin	1,558.56	-	166.00	488.50	452.03	452.03
	Х	I Perkins	3,133.80	-	615.00	807.54	578.29	1,132.97
	Х	W Bradshaw	998.57	-	615.00	303.91	16.36	63.30
	Х	C Madrid	979.53	-	488.00	312.82	89.36	89.35
	Х	G McFarland	1,117.35	-	808.00	309.35	-	-
Veteran	Х	R Sherman	411.93	411.93	-	-	-	-
	Х	T Bradford	928.58		488.00	293.46	69.93	77.19
	Х	F Benally	1,081.98	-	615.00	339.08	63.95	63.95
	Х	N Joslin	2,302.01	-	808.00	719.85	387.08	387.08
Veteran	Х	J Sherrock	1,113.85	736.51	-	-	-	377.34
	Х	R Trent	735.02		296.00	158.05	20.94	260.03
	Х	D Rush	370.51		222.50	-	-	148.01
	Х	D Cawley	1,711.17		488.00	535.59	343.79	343.79
	Х	C Smith	830.68	-	830.68	-	-	-
	Х	S Bennett	1,357.67	-	488.00	425.08	222.30	222.29
	Х	G Gulbreath	2,915.73	-	808.00	735.15	380.53	992.05
	х	C Hunt	2,157.05	-	808.00	557.96	206.78	584.31
Veteran	Х	J Alexander	6,337.16	3,059.68	-	-	-	3,277.48
	х	A Begaye	960.62	-	936.00	24.62	-	-
	х	K Rapacz	2,918.06	-	488.00	936.73	746.67	746.66
	x	H. Frost	648.31	-	295.55	-	-	352.76
			35,246.14	4,208.12	10,878.73	7,010.69	3,578.01	9,570.59

## San Juan County Assessor's Office Board of Equilization Hearing Decisions Assessor - Land Guide/Software Adjustments

## October 4, 2022

			0000001 4, 2022	
Sheet One				
	1	Name:	Allison G. MaGinn	
		RE:	Correcting vacant la	nd to reflect area land guide
		Parcel number	Current Value	Corrected Value
		32S23E257203	\$65,000.00	\$30,000.00
		32S23E257202	\$65,000.00	\$30,000.00
		32S23E257206	\$65,000.00	\$30,000.00
		32S23E257201	\$65,000.00	\$30,000.00
	2	Name:	Equity Trust (custod	ian FBO)
		RE:	Correcting vacant la	nd to reflect area land guide
		Parcel number	Current Value	Corrected Value
		32S23E250603	\$80,500.00	\$40,000.00
		32S23E251200	\$65,560.00	\$30,350.00
		32S23E251201	\$67,000.00	\$31,250.00
		32S23E251801	\$65,960.00	\$30,600.00
		32S23E251802	\$65,000.00	\$30,000.00
	3	Name:	Michael E. Wolfe / E	lizabeth M. Mondeau
		RE:	16.85 acres vacant l	and, not buildable, adjusting value to reflect land guide
		Parcel number	Current Value	Corrected Value
		30000170	\$267,750.00	\$99,250.00
	4	Name:	Jana Marshall / Math	hew Marshall
		RE:	Correction to vacant	t land value to reflect area land guide
		Parcel number	Current Value	Corrected
		900020160		Value \$16,000.00
		900020100	\$33,160.00	\$16,160.00
		900020230	\$55,100.00	\$10,100.00
	5	Name:	James W.Hook / Lu	
	0	RE:		
		· 、 <b>L</b> .	Computer error - adj	usting back to 2021 values
		Parcel number	Current Value	Corrected Value
		C000000B019B	\$120,225.00	\$60,000.00

	6	Name:	Lynn Martin / Carol M	Martin
-		RE:		land value to reflect area land guide
-		Parcel number	Current Value	Corrected
				Value
		32S23E259003	\$68,525.00	\$25,880.00
-				
-	7	Name:	lanathan husa Datta	
ŀ		RE:		son / Mary Patterson and to Greenbelt (should have been in GB)
				Corrected
		Parcel number	Current Value	Value
		35S22E230700	\$27,000.00	\$27,000.00
Sheet Two	8	Name:	William H Crowder /	
		RE:	Changing description	n - not vacant land. Changing to "Improved lot".
		Parcel number	Current Value	Corrected Value
		C00290160010	\$46,883.00	\$30,000.00
	9	Name:	Jeff Spenst / Virginia	Spenst
		RE:	Adjusting value to re	flect area land guide.
		Parcel number	Current Value	Corrected
ŀ		32S23E252401	\$87,500.00	Value \$50,000.00
-			<i>\\</i> 01,000.00	400,000.00
-				
	10	Name:	Kurtis Cornell Pugh	· Co- Trustee
		RE:		rs value - Very limited value lot
		Parcel number	Current Value	Corrected
		36S22E234295		Value \$2,500.00
-		36S22E234295	\$10,000.00 \$10,000.00	\$2,500.00
-		35S22E234203	\$64,500.00	\$20,000.00
ŀ		5562222250000	φ0+,000.00	\$20,000.00
-	11	Name:	Sam and Mary Ann I	Pugh Irrevocble Family Trust
		RE:	Returning to Greenbe	<u> </u>
-		Danaslaumakan		Corrected
		Parcel number	Current Value	Value
		36S22E230607	\$15,000.00	\$15,000.00
		36S22E231201	\$15,000.00	\$15,000.00
	10	Name:		
-	12	RE:	Carter R Holliday	almond Datuming to 2021 value
L		NL.	vacant land, not dev	elpoed. Returning to 2021 value.

	Parcel number	Current Value	Corrected Value		
	B0024000000A	\$42,900.00	\$25,000.00		
13	Name:	Clifford L. Smith / El	izabeth R. Smith	- Trustee	
	RE:	Correction to vacant	t land value to ref	lect area lar	nd guide
	Parcel number	Current Value	Corrected Value		
	61000030	\$140,000.00	\$118,560.00		
	610000010	\$218,650.00	\$128,310.00		
	61000040	\$343,700.00	\$232,060.00		
14	Name:	Guy W. Wallace			
	RE:	Correction to vacant	t land value to ref	lect area lar	nd guide
	Parcel number	Current Value	Corrected Value		
	A33230251801	\$108,800.00	\$46,800.00		

**Sheet Three** 

	* parcels in red are	adjustments recomm	nended by Judge	Randy Kelly (Hearing Officer)
	at 8/29 & 30/22 App	ellant challenged BC	DE hearings.	
15	Name:	Laurie G. Hopkins /	James C. Hopkir	าร
	RE:	Escaped property - a	dding "home val	ue" to tax role
	Parcel number	Current Value	Corrected Value	
	380000190	0	\$304,000.00	
16	Name:	Kathryn Collard		
	RE:	Reduce land value b	ecause of partia	l unbuildable land
	Parcel number	Current Value	Corrected Value	
	1230000030	\$411,850.00 \$238,400		Judge Kelly agreed to this value
17	Name:			
17		James and Luanne		
	RE:	Commercial - motel		
		Giving residential cro	edit for primary h	ome and land, correcting # rooms
	Parcel number	Current Value	Corrected Value	
	C000000B0210	\$872,139.00	\$1,059,126.00	Judge Kelly's recommendation
18	Name:	James and Luanne	Hook	
18	Name:	James and Luanne	Hook	

	RE:	Return land value to		Land is not buildable	
		Computer error in as			
	40S21E267205	\$25,000.00	\$1,100.00		
19	Name:	Bruce Louthan			
	RE:	Reduce land value b	ecause of land g	juide	
	Parcel number	Current Value	Corrected Value		
	7000020	\$53,080.00	\$36,080.00		
	0000700003A	\$37,400.00	\$20,400.00		
20	Name:	Kevin Blaine Moss			
	RE:	Reduce land value p	er land guide		
	Parcel number	Current Value	Corrected Value		
	1230000020	\$259,950.00	\$222,800.00		
21	Name:	Dishard K. Vaskey			
21	RE:	Richard K. Yackey	al av dala		
	i	Reduce value per lar	Corrected		
	Parcel number	Current Value	Value		
	1230000010	\$216,200.00	\$172,800.00		
22	Name:	Laura Michelle Lewa	llen		
	RE:	Remove cabin value,	was never built		
	Parcel number	Current Value	Corrected Value		
	31S25E137800	\$67,435.00	\$45,500.00		1

Sheet Four

	* parcels in red are adjustments recommended by Judge Randy Kelly (Hearing Officer)								
	at 8/29 & 30/22 Appellant challenged BOE hearings.								
23	Name:	Jody and Linda Burk	kes						
	RE:	Return to last years	value, land not a	ccessible					
	Parcel number	Current Value	Corrected Value						
	C40210255416	\$25,000.00	\$10,000.00						
24	Name:	Dawn Dilego							
	RE:	Return to last years	Return to last years value, land not accessible						
	Parcel number	Current Value	Corrected Value						

		<b>*</b> • • • • • • •	<b>•</b> ( • • • • • • •	
	C40210255413	\$25,000.00	\$10,000.00	
		ļ		
25	Name:	Desert Rose Inn LLC		
	RE:		a narcel value, due to lo	ocation of parcel. Unbuild
	Parcel number	Current Value	Corrected	
	C40210260001	\$25,000.00	\$500.00	
26	Name:	Llovd and Andria Wils	son	
	RE:			
			Corrected	
	Parcel number			
	00077000001A			
	00077000001B		\$0.00	
	00077000001C			
	00077000001D	\$511,305.00	\$0.00	
27	Name:	Image: constraint of the second set of the second set of the		
	RE:	Reduce parcel value,	parcel will be difficult 8	& expensive to build on.
	Parcel number	Current Value		
	B0118000001A			
	B0118000001B			
		¢ 1,000100	¢ 1,000100	
28	Name:	Kiln Holding		
	RE:	Commercial building	needing demolition	
	Parcel number	Current Value		
	A33230258441	\$62,374,00		
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	¢02,01 1100	400,100100	_
29	Name:	Bessie Howe		
20	RE:		se huildings need dem	olished or MA IOR repair
	Development			
	Parcel number			
	A33230258438	\$148,296.00		
	A0000013004D	\$39,650.00		e.
	* parcels in red are	adjustments recomme	ended by Judge Randv	Kelly (Hearing Officer)
30	Name:	PREM Holdings		
	RE:	Commercial - Not cha	allenging value, challen	ging % complete
	1 X 🗠 .	Commercial - Not cha	menging value, challen	ging % complete

Land split concerns requiring adjustment

Sheet Five

	Parcel number	Current Value	Corrected Value				
	26S22E357840	\$840,333.00		Reduced to 60% basis only 60 %			
			. ,	complete.			
30-1	Name:	630 North LLC					
	RE:	Commercial - Land s		bove), challenging value			
	Parcel number	Current Value	Corrected Value				
	26S22E357806	\$1,243,038.00	\$1,243,038.00	Per Gordon = no change			
	26S22E357820	\$1,091,408.00	\$1,091,408.00	Per Gordon = no change			
31	Name:	Comb Ridge Coffee	LLC				
	RE:	Commercial - Challer		dition, economics			
	Parcel number	Current Value	Corrected				
			Value	Gordon reappraised @ \$568,847.			
	C00290160040	\$617,975.00	\$568,847.00				
20	Name:						
52	RE:	Burmont Crossing Ll					
	Corrected						
	Parcel number	Current Value	Value	Gordon reappraised @ \$1,926,556			
	SA - 4085	\$1,948,897.00	\$1,926,556.00				
33	Name:	Robert L. Mueller (M					
	RE:	Commercial - Challer		dition, economics			
	Parcel number	Current Value	Corrected Value				
	42S19E079003	\$886,548.00	1 dido				
		φ000,0+0.00	\$886,548.00	Judge recommended no change			
		φυσυ,υ το.υυ	\$886,548.00	Judge recommended no change			
34	Name:	Rentals Plus LLC (M		Judge recommended no change			
34			lonticello Merc.) nging value, con				
34	Name:	Rentals Plus LLC (M	Ionticello Merc.)				
34	Name: RE:	Rentals Plus LLC (M Commercial - Challer	lonticello Merc.) nging value, con Corrected Value				
	Name: RE: Parcel number A0000024001E	Rentals Plus LLC (M Commercial - Challer Current Value	lonticello Merc.) nging value, con Corrected Value	dition, sq, ft. \$,			
	Name: RE: Parcel number A0000024001E Name:	Rentals Plus LLC (M Commercial - Challer Current Value \$737,326.00 Rentals Plus (LLC)	lonticello Merc.) nging value, con Corrected Value 7373326	dition, sq, ft. \$, Per Gordon = no change			
	Name: RE: Parcel number A0000024001E	Rentals Plus LLC (M Commercial - Challer Current Value \$737,326.00 Rentals Plus (LLC)	lonticello Merc.) nging value, con Corrected Value 7373326 st for Greenbelt	dition, sq, ft. \$,			
	Name: RE: Parcel number A0000024001E Name:	Rentals Plus LLC (M Commercial - Challer Current Value \$737,326.00 Rentals Plus (LLC)	lonticello Merc.) nging value, con Corrected Value 7373326 st for Greenbelt : Corrected	dition, sq, ft. \$, Per Gordon = no change			
	Name: RE: Parcel number A0000024001E Name: RE:	Rentals Plus LLC (M Commercial - Challer Current Value \$737,326.00 Rentals Plus (LLC) Commercial - Reque	lonticello Merc.) nging value, con Corrected Value 7373326 st for Greenbelt	dition, sq, ft. \$, Per Gordon = no change			

		A00220050020	\$51,800.00	\$51,800.00	
		A00220050020 A00220060010	\$8,340.00	\$8,340.00	
		,	\$0,010100	\$0,010100	
Sheet Six		* parcels in red are	adjustments recomm	hended by Judge	Randy Kelly (Hearing Officer)
Sheet Six			pellant challenged BC		
	36	Name:	Desert Rose Inn LL	C	
		RE:	Commercial - Challe	nging Value, eco	nomics, % tax increase all at once
		Parcel number	Current Value	Corrected Value	
		C40210267806	\$2,493,286.00	\$1,913,379.00	Gordon reappraised @ \$1,913,379
	37	Name:	Desert Rose Inn LL	C	
		RE:	Commercial - Challe	nging Value, eco	nomics, % tax increase all at once
		Parcel number	Current Value	Corrected Value	
		C0029018001A	\$3,296,108.00	\$3,085,902.00	Gordon reappraised @ \$3,085,902
	38	Name:	Douglas D Christens	sen / David W. C	hristensen (Christensen Storage)
		RE:	Commercial - Challe	nging Value, eco	nomics, % tax increase all at once
		Parcel number	Current Value	Corrected Value	
		36S22E231203	\$1,555,003.00		Judge Kelly recommended no change
	30	Name:	Brian Ballard (Wolf \$	Caringo Donoh	
	00	RE:	· · · · ·		economic value, hoome residence
				Corrected	economic value, noome residence
		Parcel number	Current Value	Value	
		28S25E115400	\$1,496,353.00	\$1,408,427.00	Gordon reappraised
	40	Name:	Bluff Dwellings		
		RE:		nging valuation (	method. Wants it by rooms completed
				Corrected	
		Parcel number	Current Value	Value	not total % completed, also land value.
		C40220196601	\$5,910,643.00	\$3,979,439.00	Judge Kelly's recommendatiion
	41	Name:	Joseph F. Lyman / M	Marilyn Lyman - 1	Trustee
		RE:	Commercial - Challe	nging valuation,	condition, economics
		Parcel number	Current Value	Corrected Value	

B0000045002B	\$163,867.00	\$136,850.00 Judge approved reduction due to
		building obsolecence
2 Name:	Greyson Storage Ho	Idings LLC
RE:	Commercial - Challer	nging a lot that was double assessed and a lot that is
Parcel number	Current Value	Corrected unbuildabl Value e.
B0000064001B	\$300,000.00	\$500.00 Judge approved reduction
* parcels in red are	adjustments recomm	anded by Judge Randy Kelly (Hearing Officer)
3 Name:	PC Black Investment	is LLC
RE:		nging Valuation of Building
Parcel number	Current Value	Corrected Value
B0000052002B	\$451,523.00	\$385,362.00 Gordon's reappaisal
1 Name:	Disk and David Davis	
		Corrected
Parcel number	Current Value	Value
40S23E362400	\$187,317.00	\$187,317.00 No show at hearing
5 Namo:	lody Lyman	
		aring Old Dark Duilding valuation
	Commercial - Challer	Corrected
Parcel number	Current Value	Value
B0000021004A	\$86,175.00	\$86,175.00 no change
	Void	
RE:		
Parcel number	Current Value	Corrected Value
7 Name:	Phil Lyman / Jody Ly	man
RE:	Challenging valuation	n of home
Parcel number	Current Value	Corrected Value
	Image: Section of the section of th	Image: second

	36S22E233612	\$537,410.00	\$537,410.00	no change
48 N R 48 R 49 N 49 N 8 49 N 8 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	Name:	Phil Lyman (Pop's Bu	urrito building)	
	RE:	Commercial - Challen		
			Corrected	
	Parcel number	Current Value	Value	
	B0000028004A	\$295,892.00	\$267,646.00	Gordon's reappraisal
49	Name:	Verd M. Byrnes / Katl	hy P. Byrnes - T	
	RE:	Requesting change in		
	Development		Corrected	
	Parcel number	Current Value	Value	
	1280000020			Judge Kelly approved classification
	910020070	\$101,640.00	\$101,640.00	change.
	* parcels in red are	adjustments recommo	ended by Judge	Randy Kelly (Hearing Officer)
		cellant challenged BOI	· · · · · · · · · · · · · · · · · · ·	
50	Name:	Cow Canyon Trading	Post (Bluff)	
	RE:	Commercial - Challen	iging valuation,	economy, building condition
	Parcel number	Current Value	Corrected Value	
	C40220303006	\$455,069.00	\$447,869.00	Gordon reappraisal
51	Name:			
51	RE:	Cadillac Ranch RV P		
			Corrected	lding errors, valuation, economy
	Parcel number	Current Value	Value	
	C000000B011B	\$79,598.00	\$66,525.00	Gordon's reappraisal
	C000000B012A	\$230,071.00	\$215,611.00	Gordon's reappraisal
	C000000B012B	\$87,830.00	\$87,380.00	Gordon's reappraisal
	C000000B013D	\$56,600.00	\$56,600.00	no change
	C000000B014B	\$25,000.00	\$11,173.00	Gordon's reappraisal
52	Name:	Gary D. Botimer Trus	tee / Alan Bater	nan (new Mont. BLM building)
	RE:	Commercial - challen	ging valuation	
	Parcel number	Current Value	Corrected Value	
	A33230257801	\$1,284,380.00		Judge Kelly's recommendation
	Name:			

Sheet Eight

						L
		RE:	Residential - Challen	aiina lot value an	d home/lot value	
				Corrected		_
		Parcel number	Current Value			
				Value		
		B002800B0310	\$155,169.00	\$155,169.00	no chango	
		36S22E231505	\$332,595.00	\$302,400.00	Judge Kelly's recommendation	
	54	Name:	Jared Palmer / Melis	aa Dalmar		_
	01	RE:				_
		RE:	Computer error in as	ssigning lot value		
		Parcel number	Current Value	Corrected		
		Falcel number		Value		
		1420000110	\$2,600.00	\$65,000.00		
						_
						_
	55	Name:	Kurtis Cornell Pugh	/ Alton Riley Pugh	n - co-trustee	
		RE:	Issue with lot, chang			
				Corrected		_
		Parcel number	Current Value			
		36S22E234285	\$10,000.00	Value \$2,500.00		_
		30322E234203	\$10,000.00	¢∠,500.00		
	56	Name:	Kurtia Cornell Dugh			_
	00		Kurtis Cornell Pugh			_
		RE:	Issue with lot, chang		alues	
		Parcel number	Current Value	Corrected		
		Falcel Iulibei		Value		
		36S22E234295	\$10,000.00	\$2,500.00		
						_
Sheet Nine	57	Name:	Alicia Ann Jones (E1	ΓAL)		
		RE:	Issue with lot, chang		le of neighboring lot	
			issue with lot, chang			
		Parcel number	Current Value	Corrected		
		D0004000000		Value		
		B00240000600	\$24,750.00	\$5,000.00		
	58	Name:	Brian Ballard			
		RE:	changing land code,	-	add building	
		Parcel number	Current Value	Corrected		
		Falcel Iulibei		Value		
		490000230	\$33,260.00	\$33,260.00	No change in value	
	59	Name:	Meghan Cherie McF	all		
		RE:	Correcting past error	r and affixing trai	ler to parcel	
				Corrected		
		Parcel number	Current Value	Value		
				, aido		

	B0000027003B	\$89,250.00	\$89,250.00	No change	
60	Name:	Richard Kubik			
	RE:	Change to primary re			
	Parcel number	Current Value	Corrected Value	guide and locatio	
	380000350	\$469,661.00	\$306,400.00		
61	Name:	Jody Shumway Lyma			
	RE:	Changing land value	Changing land value back to last yea		
	Parcel number	Current Value	Corrected Value	guide and location	
	B36220263010	\$48,300.00	\$17,280.00		
	B36220263011	\$48,300.00	\$17,280.00		
	B36220263012	\$53,500.00	\$27,200.00		
62	Name:	Skeet Lammert and	nert		
	RE:	Change to primary re			
	Parcel number	Current Value	Corrected Value		
	28S25E360005	\$96,709.00	\$53,189.00		
		\$25,000.00	\$13,750.00		
63	Name:	Four Corners Real Estate LLC			
	RE:	Change back to greenbelt			
	Parcel number	Current Value	Corrected Value		
	36S22E273006	\$10,950.00	\$10,950.00		
	36S22E273604	\$15,850.00	\$15,850.00		

Sheet Ten

64	Name:	Sondregger Holdins	LLC	
	RE:	Changing Values to	reflect current ar	ea land guides
	Parcel number	Current Value	Corrected Value	
	A00170000000	\$57,500.00	\$31,500.00	
	A33230366003	\$27,000.00	\$1,500.00	No utilities, unbuildable
	A33230364202	\$52,250.00		
	A33230364204	\$52,250.00	\$21,500.00	
	A33230364213	\$52,250.00	\$6,250.00	backage
	A33230364214	\$47,700.00	\$5,000.00	backage
	A33230364215	\$44,700.00	\$5,000.00	backage
	A33230364216	\$45,600.00	\$5,000.00	backage

	A33230254813	\$114,150.00	\$47,500.00	home lot / vacant land			
	A33230364815	\$56,950.00	\$5,000.00				
05	Name:						
υc	RE:	David O. Carpenter / Tracy J. Carpenter					
	KE.	Computer error - changing to value reflected in current land guide					
	Parcel number	Current Value	Corrected Value				
	33S24E317207	\$25,000.00	\$1,500.00	backage			
66	Name:	Misheel and Damala	Vermen				
00	RE:	Michael and Pamela		rrect the number of RV spaces.			
			Corrected	frect the number of RV spaces.			
	Parcel number	Current Value	Value				
	C00290190130	\$183,152.00	\$349,369.00				
	C00290270010	\$434,008.00	\$235,567.00				
67	Name:	Paul and Shannon C	Clark				
	RE:	Change to primary re	esidence for rent	ters			
	Parcel number	Current Value	Corrected				
	36S22E146006	\$260,443.00	Value \$132,402.00				
68	Name:	MAA Blanding Hosp	itality, LLC (Rode	eway Inn)			
	RE:	Challenging value du					
	Parcel number	Current Value	Corrected Value				
	Parcel number B36220341808	Current Value \$2,773,173.00	Corrected Value \$2,051,567.00	Gordon reappraised at \$2,051,5			
69		\$2,773,173.00	Value \$2,051,567.00				
69	B36220341808		Value \$2,051,567.00 C (Rodeway Inn				
69	B36220341808 Name:	\$2,773,173.00 MAA Hospitality, LLC	Value \$2,051,567.00 C (Rodeway Inn Je to income Corrected Value	- Monticello) Gordon reappraised @ \$1,871,8			
69	B36220341808 Name: RE:	\$2,773,173.00 MAA Hospitality, LLC Challenging value du	Value \$2,051,567.00 C (Rodeway Inn ue to income Corrected	- Monticello) Gordon reappraised @ \$1,871,8			
	B36220341808 Name: RE: Parcel number A33230254806	\$2,773,173.00 MAA Hospitality, LLC Challenging value du Current Value \$1,592,519.00	Value \$2,051,567.00 C (Rodeway Inn Je to income Corrected Value \$1,592,519.00	- Monticello) Gordon reappraised @ \$1,871,8			
	B36220341808 Name: RE: Parcel number	\$2,773,173.00 MAA Hospitality, LLC Challenging value du Current Value \$1,592,519.00	Value \$2,051,567.00 C (Rodeway Inn - Je to income Corrected Value \$1,592,519.00	- Monticello) Gordon reappraised @ \$1,871,8			
	B36220341808 Name: RE: Parcel number A33230254806 Name:	\$2,773,173.00 MAA Hospitality, LLC Challenging value du Current Value \$1,592,519.00	Value \$2,051,567.00 C (Rodeway Inn - Je to income Corrected Value \$1,592,519.00	- Monticello) Gordon reappraised @ \$1,871,8			