

**San Juan County Commission Meeting**  
**Administration Building - Commission Room**  
**Agenda**  
**April 7, 2020**

**Present (via web cams):** Kenneth Maryboy - Commission Chairman  
Willie Grayeyes - Commission Vice Chair  
Bruce Adams - Commissioner  
Mack McDonald - County Administrator  
John David Nielson - Clerk

**Attendees (via go to meeting):** Kendall Laws, Kirk Benge, Tammy Gallegos

**1. Electronic Meeting Ordinance**

Mack explained that Governor Herbert issued Executive Order #2020-5. He stated that the order suspended the requirements of the Open Meetings Act and allowed for electronic meetings during the COVID-19 outbreak or another emergency. Mack explained that the proposed ordinance would allow for electronic meetings to take place in an anchored location, which has been determined to be the Administration Building in Monticello. Notification of the meetings would still need to be made to the public and public comments from citizens have been and would be mailed to the commissioners. Commissioner Adams made the motion to approve the ordinance as explained by Mack McDonald. Commissioner Grayeyes seconded the motion. Voting in favor was unanimous.

**2. Consent Agenda (Routine Matters) - Mack McDonald, SJC Administrator**

- a. Meeting Minutes
- b. Check Registers
- c. Ratify Interlocal Agreement with the Navajo Nation for School Bus Routes
- d. Ratify Department of Heritage and Arts Contract
- e. Ratify Cross Easement Access for Roads Building and Questar Gas Line
- f. Board of Health Appointments
- g. Board of San Juan Water Conservancy District Appointments
- h. EDA Grant Opportunity
- i. Wheeler Lease Buy Back for Loaders for the Road Department
- j. County Health Insurance Renewal Agreement with Regence
- k. San Juan County Aging Adult Services Four-Year Plan

Mack reviewed each item on the consent agenda with the commissioners and explained A motion to pass the consent agenda items discussed was made by Commissioner Adams and 2nd by Commissioner Grayeyes. Voting in favor was unanimous.

### **3. Business/Action**

- a. Noxious Weeds Ordinance
  - b. County Emergency Declaration
  - c. Budget Resolution
  - d. AT&T Tax Request
  - e. Maternal and Child Health Funding Amendment
  - f. CR 230 Road Repair and Crossing Agreement
- A. Mack summarized the ordinance and explained that the ordinance applies to the entire county and that county has a Weed Board to help make decisions as well as receives grant money to help with the removal of noxious weeds. Mack explained that the responsibility of removing noxious weeds lies with the individual, but the county can help remove the weeds at the owner's expense. A motion to accept the ordinance was made by Commissioner Grayeyes and 2nd by Commissioner Adams. Voting in favor was unanimous.
- B. Mack talked about the County Emergency Declaration and stated that a Public Health emergency was declared, but to this point a county emergency had not been declared. Approving the county emergency declaration would allow the county to work with state agencies and FEMA. A motion to approve the County Emergency Declaration was made by Commissioner Grayeyes. Commissioner Adams 2nd the motion with discussion. Commissioner Adams explained that he had received several calls from individuals regarding the order to not allow Bear Hunting. Kirk Bengé stated that he had discussed with the county attorney and sheriff how to interpret the Governor's order of now leisure traveling. He explained that from the discussion they felt that Bear Hunting was a recreational activity and that if a restriction was put on one recreational activity then they would have to evaluate other recreational activities. Commissioner Adams stated that guides from the county felt that the restriction hurt their businesses of being guides. County Attorney, Kendall Laws, explained that Kirk Bengé has the authority to authorize the restriction. He also explained that guides from other industries within the county have also been restricted from operating their businesses. Kirk stated that he was concerned for the county and in doing was necessary for the safety of the county. Kendall also stated that the county is treating the Bear Hunters the same as others in the county. Commissioner Grayeyes, explained that there could be funding for families during hard economic times. Tammy Gallegos, stated that there are small business loans that could be available through Natalie Randall in economic development. Following the discussion, Commissioner Adams made a motion to pass the County Emergency which was 2nd by Commissioner Grayeyes. Voting in favor was unanimous.
- C. Mack summarized the Budget Resolution. He stated that due to the economic need of the county caused by COVID-19, that the county would not increase rates as proposed in the Truth and Taxation, but would accept New Growth. He also stated that the resolution limits purchases and expenses of county departments to items which are critical and vital to operating the county until further notice. Mack also explained that monies appropriated for the PRC rodeo, mud bog, travel, conferences, and other non

essential allocations would be distributed where needed. He also explained that the county fair may be adjusted and that all inter-local agreements would be cancelled or renegotiated. A motion to discuss was made by Commissioner Adams. Commissioner Grayeyes 2nd the motion. Commissioner Adams suggested that changes to the language of the resolution be made with regards to cancelling inter-local agreements. He stated that the idea of leaving the municipalities without essential services was not what was intended, rather renegotiating agreements.

County Attorney Kendall Laws interjected and explained that citizen comments should be read because it was advertised that citizen comments would be read.

After the citizen comments were read, modifications to the resolution to renegotiate inter-local agreements to benefit both municipalities and the county, to perform necessary budget reductions to be approved later, and to develop a fee schedule to fund services were suggested and read into the record.

Comments were then read by Mack McDonald and John David Nielson (see comments below).

After the discussion, a motion to approve the resolution with the recommended changes was made by Commissioner Adams and 2nd by Commissioner Grayeyes. Voting in favor was unanimous.

- D. Mack stated that AT&T has asked the state tax commission to change from being a centrally assessed entity to a locally assessed entity. He also stated that if this were to happen there would be a decrease in taxes collected. Mack also explained that allowing AT&T to change to a locally assessed entity would open the door for more telecommunication companies to do the same thing. It would also put a greater burden on the county assessor. The request is for county to participate in the litigation process to not allow AT&T to change to a locally assessed entity at a rate of 6.5%. A motion to allow the county to participate in the litigation process was made by Commissioner Adams and 2nd by Commissioner Grayeyes. Voting in favor was unanimous. Kendall Laws explained that paying 6.5% of litigation costs now could help save the county from paying 100% of litigation costs later.
- E. Mack stated that each year since 2016, the county renews the Maternal and Child Health agreement which allows the health department to receive funding for services provided to the county. Kirk explained that the funding has been increased to compensate for the extra duties placed on the Director of Nursing which are required by the amended agreement. A motion to discuss was made by Commissioner Adams and 2nd by Commissioner Maryboy. Commissioner Adams asked if the additional money would be used to compensate personnel or to support health education. Kirk explained that the money would be used for both. A motion to approve the Maternal and Child Health Funding Amendment was made by Commissioner Adams and 2nd by Commissioner Maryboy. Voting in favor was unanimous.
- F. Mack requested that the CR230 Road Repair and Crossing Agreement be tabled until the kinks can be worked out. A motion to table the item was made by Commissioner Grayeyes and 2nd by Commissioner Adams. Voting in favor was unanimous.

**4. Citizen Comments** (comments were read during the discussion of the Budget Resolution)

**Anthony Lott - Bluff Fire Department**

Anthony is concerned about the effect that canceling the inter-local agreements would have on the communities. With the pandemic, the focus should be on the interconnectedness of the county to allow for healthcare and other services to continue through the COVID-19 outbreak

**Kaitlin Harris - Bluff resident**

Kaitlin asked the commissioners not to undo the interlocal agreements. She said that the agreements assist in community partnerships and coordination for COVID-19 responses.

**Dawn Dilego - Bluff resident**

Dawn stated that during the COVID-19 pandemic the county should be reliant on one another and the inter-local agreements allow for continued resources. Cancelling them will put the citizens at greater risk.

**Kathy Carson - Bluff resident**

Kathy explained that Emergency Services would be affected by the withdrawal of the inter-local agreements and that Bluff and the Navajo Reservation can't afford to take over these services at this time.

**Justin Howland - Bluff resident**

Justin said that canceling or altering the agreements would have potentially devastating consequences on the ability of Fire and EMS to provide services.

**Ann Leppanen - Bluff resident and mayor**

Ann urged the commissioners to vote no on the resolution canceling the inter-local agreements. Voting no would allow the municipalities to work with the County Administrator to review and the agreements.

**Ann Leppanen - Bluff Mayor**

**Tim Young - Monticello Mayor**

**Joe B Lyman - Blanding Mayor**

The Mayors of San Juan County municipalities stated that inter-local agreements have been in place for decades and have mutually benefitted all parties as well as the citizens. They urged the county to work with cities and towns and continue the spirit of mutual cooperation. Cancelling the agreements would result in duplication of services, unnecessary billing and increase costs to the residents.

**Cheryl Bowers - Blanding resident**

Cheryl commended Natalie Randall and Kirk Bengé and their teams for continuing to share information. Cheryl asked the commissioners to review the proposed resolution and consider



the power it gives the County Administrator regarding county decisions. Cancelling inter-local agreements would be costly to the county residents. Cheryl also encouraged the county to work with the cities to provide savings to the residents.

**Linda Sosa - Bluff resident**

Linda urged the commissioners to vote no or table the Budget Resolution. Cancelling the inter-local agreements puts the whole county at risk.

**Jennifer Weidensee - San Juan County resident**

Jennifer was concerned about the Health Board and San Juan Water Conservancy district board appointments. She would like the appointments to those boards be an open discussion so that there could be balanced representation

**Monette Clark - Spanish Valley**

Monette thanked the commissioners for their leadership during the COVID-19 epidemic. She also requested that items covering board appointments be removed from the consent agenda because board considerations should always be discussed.

**5. Commissioner Comments**

Commissioner Maryboy encouraged everyone to stay home and be safe.

Meeting adjourned at 1:07

**San Juan County**  
**Disbursement Listing**  
**General Fund Checking - Zions 566101143 - 04/08/2020 to 04/14/2020**

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Acumen Fiscal Agent LLC	113913	04/14/2020	\$674.32			Purchasing
Adams, Greg	113914	04/14/2020	\$426.99			Purchasing
Amerigas Propane LP	113915	04/14/2020	\$231.00			Purchasing
Begay, Jay	113916	04/14/2020	\$3,006.57			Purchasing
Begay, Lena B.	113917	04/14/2020	\$480.00			Purchasing
Bigler, Marguerite	113918	04/14/2020	\$560.00			Purchasing
Blanding City	113919	04/14/2020	\$541.52			Purchasing
Blue Mountain Foods	113920	04/14/2020	\$101.91			Purchasing
Blue Mountain Meats Inc.	113921	04/14/2020	\$472.71			Purchasing
Bluff Library Petty Cash	113922	04/14/2020	\$55.87			Purchasing
Brailsford, Casey Bo	113923	04/14/2020	\$34.00			Purchasing
Burgess, Scott	113924	04/14/2020	\$20.00			Purchasing
Cintas Corporation #108	113925	04/14/2020	\$60.64			Purchasing
Clark, Sharmayne	113926	04/14/2020	\$560.00			Purchasing
Collins, Catherine	113927	04/14/2020	\$560.00			Purchasing
D & D Sales	113928	04/14/2020	\$4,100.00			Purchasing
Dominion Energy	113929	04/14/2020	\$1,754.74			Purchasing
Earthgrains / Sara Lee Bakery	113930	04/14/2020	\$56.00			Purchasing
Emery Telcom	113931	04/14/2020	\$1,868.40			Purchasing
Empire Electric Assoc. Inc.	113932	04/14/2020	\$320.56			Purchasing
Farmers Telecommunications Inc	113933	04/14/2020	\$54.99			Purchasing
Fastenal Company	113934	04/14/2020	\$644.72			Purchasing
Four Corners Welding & Gas	113935	04/14/2020	\$197.00			Purchasing
Frontier	113936	04/14/2020	\$3,392.75			Purchasing
Fuelman	113937	04/14/2020	\$36,772.34			Purchasing
Grand Junction Peterbilt	113938	04/14/2020	\$150.27			Purchasing
Grayson Storage	113939	04/14/2020	\$240.00			Purchasing
Hampton Inn & Suites	113940	04/14/2020	\$496.25			Purchasing
Holiday, Bessie M	113941	04/14/2020	\$560.00			Purchasing
Jacco Distributing Company	113942	04/14/2020	\$103.70			Purchasing
Joe, Lita	113943	04/14/2020	\$560.00			Purchasing
JVP Inc.	113944	04/14/2020	\$19.57			Purchasing
Kenworth Sales Company	113945	04/14/2020	\$107.46			Purchasing
Kids Reference Company Inc.	113946	04/14/2020	\$238.49			Purchasing
Lake, Jennifer	113947	04/14/2020	\$34.00			Purchasing
Lansing, Loleta	113948	04/14/2020	\$560.00			Purchasing
Long, Roxy	113949	04/14/2020	\$765.00			Purchasing
Manygoats, Fenesia	113950	04/14/2020	\$560.00			Purchasing
MCI	113951	04/14/2020	\$26.42			Purchasing
Mid-American Research Chemical	113952	04/14/2020	\$172.00			Purchasing
Monticello High School	113953	04/14/2020	\$155.00			Purchasing
Monticello Home & Auto Supply	113954	04/14/2020	\$1,049.22			Purchasing
Monticello Mercantile	113955	04/14/2020	\$15.21			Purchasing
Morris, Rose	113956	04/14/2020	\$1,120.00			Purchasing
Morris, Vance	113957	04/14/2020	\$1,120.00			Purchasing
Motor Parts	113958	04/14/2020	\$358.43			Purchasing
Motorola Solutions	113959	04/14/2020	\$5,915.00			Purchasing
National Benefit Services LLC	113960	04/14/2020	\$2,719.08			Purchasing
Navajo Sanitation	113961	04/14/2020	\$122.00			Purchasing
Navajo Tribal Utility Authority	113962	04/14/2020	\$416.61			Purchasing
New Technology Solutions	113963	04/14/2020	\$405.00			Purchasing
Nicholas & Company	113964	04/14/2020	\$4,553.99			Purchasing
Office Depot	113965	04/14/2020	\$532.97			Purchasing
Packard Wholesale Co.	113966	04/14/2020	\$536.17			Purchasing
Personnel Evaluation Inc	113967	04/14/2020	\$20.00			Purchasing
Premier Vehicle Installation	113968	04/14/2020	\$400.00			Purchasing
Public Group	113969	04/14/2020	\$130.76			Purchasing
Pugh, Delton	113970	04/14/2020	\$45.00			Purchasing
Quadient Leasing USA, Inc	113971	04/14/2020	\$985.50			Purchasing
Redd's Ace Hardware	113972	04/14/2020	\$117.10			Purchasing
RiverCanyon Wireless	113973	04/14/2020	\$79.99			Purchasing
Rock, Christine	113974	04/14/2020	\$560.00			Purchasing
Rocky Mountain Home Care	113975	04/14/2020	\$464.00			Purchasing
Rocky Mountain Power	113976	04/14/2020	\$241.70			Purchasing
Safety Supply & Sign Co. Inc.	113977	04/14/2020	\$781.15			Purchasing
San Juan Building Supply Inc.	113978	04/14/2020	\$915.42			Purchasing
San Juan Clinic	113979	04/14/2020	\$220.00			Purchasing

**San Juan County**  
**Disbursement Listing**  
**General Fund Checking - Zions 566101143 - 04/08/2020 to 04/14/2020**

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
San Juan Foundation	113980	04/14/2020	\$25.00			Purchasing
San Juan Record	113981	04/14/2020	\$154.00			Purchasing
SHI International Corp	113982	04/14/2020	\$85.21			Purchasing
Shumway, Lorie	113983	04/14/2020	\$100.00			Purchasing
Silas, Marilyn	113984	04/14/2020	\$560.00			Purchasing
Smart Apple Media	113985	04/14/2020	\$151.60			Purchasing
TR Electric & Supply Company	113986	04/14/2020	\$164.30			Purchasing
Tsosie, Terry	113987	04/14/2020	\$560.00			Purchasing
Utah Dept of Workforce Services	113988	04/14/2020	\$45.25			Purchasing
Utah Dept. of Health	113989	04/14/2020	\$2,997.58			Purchasing
VelocityNet LLC	113990	04/14/2020	\$147.00			Purchasing
Waste Management of Colorado	113991	04/14/2020	\$95.00			Purchasing
Zion's Way Home Health & Hospice	113992	04/14/2020	\$1,130.88			Purchasing
			<b>\$91,735.31</b>		<b>\$0.00</b>	

## UTAH FIXED EQUIPMENT LEASE

Long Name of Entity: San Juan County

Address: 117 South Main Street

City, State Zip: Monticello, UT 84535

Attention: Mack McDonald

Public Finance Office:

County: Utah

Amount: 37,219.00

Rate: 3.28

Maturity Date: April 23, 2024

First Pmt Date: April 23, 2020

Payment Dates: April 23

Auto Extend: 4

Governing Body: San Juan County Commission

Resolution Date: April, 2020

Dated Date: April, 2020

Day: 23rd

State: Utah

**\$ 37,219.00**  
**San Juan County**  
**Lease Purchase Agreement**

- 
- 
1. Lease/Purchases Agreement of the San Juan County
  2. Exhibit A. Calculation of Interest Component
  3. Exhibit B. Description of Leased Property
  4. Exhibit C. Resolution of Governing Body
  5. Exhibit D. Opinion of Lessee's Counsel
  6. Exhibit E. Security Documents
  7. Exhibit F. Delivery and Acceptance Certificate
  8. Form 8038-G
  9. Wire Transfer Request

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**LEASE/PURCHASE AGREEMENT**

**Dated as of April 23, 2020**

**by and between**

**ZIONS BANCORPORATION, N.A.,**  
as Lessor

**and**

**SAN JUAN COUNTY,**  
as Lessee

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## LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of April 23, 2020, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the "Bank"), and San Juan County (the "Lessee"), a public agency of the State of Utah (the "State"), duly organized and existing under the Constitution and laws of the State, as lessee;

### WITNESSETH:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the "Leased Property" in Exhibit B (the "Leased Property") by entering into this Lease/Purchase Agreement with the Bank (the "Lease"); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Advance" shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

"Bank" shall have the meaning set forth in the Preamble hereof.

"Business Day" means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means the date this Lease is executed by the Bank and the Lessee.

"Event of Nonappropriation" shall have the meaning set forth in Section 3.2 hereof.



"Governing Body" means the governing body of the Lessee.

"Lease Payments" means the rental payments described in Exhibit A hereto.

"Lease Payment Date" shall have the meaning set forth in Section 3.4(a) hereof.

"Leased Property" shall have the meaning set forth in the Whereas clauses hereof.

"Lessee" shall have the meaning set forth in the Preamble hereof.

"Net Proceeds" means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

"Obligation Instrument" shall have the meaning set forth in Section 2.1(c) hereof.

"Original Term" shall have the meaning set forth in Section 3.2 hereof.

"Permitted Encumbrances" means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

"Rebate Exemption" shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

"Regulations" shall have the meaning set forth in Section 2.1(l)(i) hereof.

"Renewal Term" shall have the meaning set forth in Section 3.2 hereof.

"Scheduled Term" shall have the meaning set forth in Section 3.2 hereof.

"State" shall have the meaning set forth in the Preamble hereof.

"Term" or "Term of this Lease" means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

**By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:**

**(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and**

**(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.**

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would

have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the

yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

☐ (A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate

arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

☐ (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest

components of the Lease Payments hereunder as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all “aggregated issuers,” will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, “aggregated issuer” means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

**SECTION 2.2 Representations, Covenants and Warranties of the Bank.** The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

### ARTICLE III

#### AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

**SECTION 3.1 Lease.** The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D E and F hereto. Prior to the Bank making the final Advance hereunder, Lessee shall provide the Bank an executed copy of the Delivery and Acceptance Certificate found in Exhibit F.

**SECTION 3.2 Term.** The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E and F attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be extended for 4 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a “Renewal Term”) subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on April 23, 2024, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the “Scheduled Term” irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an “Event of Nonappropriation”), this Lease

will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events:

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;
- (c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a), or (c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.



SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

## ARTICLE IV

### INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will,

to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

## ARTICLE V

### COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

### SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In

exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

#### SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

## ARTICLE VI

### ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property;

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

## ARTICLE VIII

### PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

## ARTICLE IX

### MISCELLANEOUS

**SECTION 9.1 Notices.** Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZIONS BANCORPORATION, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133  
Attention: Kirsi Hansen

If to the Lessee:

San Juan County  
117 South Main Street  
Monticello, UT 84535  
Attention: Mack McDonald

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

**SECTION 9.2 System of Registration.** The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

**SECTION 9.3 Instruments of Further Assurance.** To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

**SECTION 9.4 Binding Effect.** This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

**SECTION 9.5 Amendments.** This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

**SECTION 9.6 Section Headings.** Section headings are for reference only and shall not be used to interpret this Lease.

**SECTION 9.7 Severability.** In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]



IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

**ZIONS BANCORPORATION, N.A., as Lessor**

By: \_\_\_\_\_  
Authorized Officer

**SAN JUAN COUNTY, as Lessee**

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

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE\*

**1. Interest.** Interest components payable on the principal amount outstanding have been computed at the rate of three and twenty eight hundredths percent (3.28%) per annum calculated based on twelve 30-day months during a 360-day year.

**2. Payment Dates and Amounts.**

Date	Principal	Coupon	Interest	Total P+I
04/23/2020	10,336.21	-	-	10,336.21
04/23/2021	9,454.45	3.280%	881.76	10,336.21
04/23/2022	5,623.00	3.280%	571.65	6,194.65
04/23/2023	5,807.43	3.280%	387.22	6,194.65
04/23/2024	5,997.91	3.280%	196.73	6,194.64
<b>Total</b>	<b>\$37,219.00</b>	<b>-</b>	<b>\$2,037.36</b>	<b>\$39,256.36</b>

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

Sheriff's Task Force Vehicle, 2020 Dodge Durango, Express AWD  
VIN # 1C4RDJAG2LC131947

EXHIBIT C

RESOLUTION OF GOVERNING BODY

**A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.**

*Whereas*, The San Juan County Commission (the "Governing Body") of San Juan County (the "Lessee") has determined that the leasing of the property described in the Lease/Purchase Agreement (the "Lease/Purchase Agreement") presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

*Whereas*, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

*Whereas*, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

*Be it resolved* by the Governing Body of San Juan County as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Attest:

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF UTAH

COUNTY OF UTAH

)  
) ss.  
)

I, \_\_\_\_\_ hereby certify that I am the duly qualified and acting  
\_\_\_\_\_ of San Juan County (the "Lessee").  
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on April 21, 2020, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on \_\_\_\_\_, 2020.

*In witness whereof*, I have hereunto set my hand on behalf of the Lessee this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

EXHIBIT D  
Opinion of Lessee's Counsel

To: ZIONS BANCORPORATION, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133

As counsel for San Juan County ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated this 23rd day of April, 2020, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the "State").
2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.
5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.
9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

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Attorney for Lessee

EXHIBIT E  
SECURITY DOCUMENTS

[Attach a Certificate of Title showing ZIONS BANCORPORATION, N.A. as the lien holder]



EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZIONS BANCORPORATION, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned ("Lessee"), and ZIONS BANCORPORATION, N.A. (the "Bank"), dated April 23, 2020, (the "Lease") and to that part of the Leased Property described therein which comprises personal property (collectively, the "Equipment"). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit "B" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

**SAN JUAN COUNTY**

By: \_\_\_\_\_  
(Authorized Signature)

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

**Information Return for Small Tax-Exempt  
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

**Caution:** If the issue price of the issue is \$100,000 or more, use Form 8038-G.

<b>Part I Reporting Authority</b>		<b>Check box if Amended Return</b> <input type="checkbox"/>	
1 Issuer's name <b>San Juan County</b>		2 Issuer's employer identification number (EIN) <b>8 7 6 0 0 3 0 5</b>	
3 Number and street (or P.O. box if mail is not delivered to street address) <b>117 South Main Street</b>		Room/suite	
4 City, town, or post office, state, and ZIP code <b>Monticello, UT 84535</b>		5 Report number (For IRS Use Only) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information <b>Daniel Ellison</b>		7 Telephone number of officer or legal representative <b>801-844-7874</b>	

<b>Part II Description of Obligations</b> Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ► <b>04/23/2020</b>	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a <b>37,219 00</b>
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ► <input checked="" type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ► <input type="checkbox"/>	
12 Vendor's or bank's name: <b>Zions Bancorporation, N.A.</b>	
13 Vendor's or bank's employer identification number: <b>8 7 0 1 8 9 0 2 5</b>	

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.			
	Signature of issuer's authorized representative		Date	Type or print name and title
<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>Juli Ann Riley</b>	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN <b>P02146769</b>
	Firm's name ► <b>Zions Bancorporation, N.A.</b>			Firm's EIN ► <b>87-0189025</b>
	Firm's address ► <b>One South Main St., #1100, Salt Lake City, UT 84133</b>			Phone no. <b>801-844-7198</b>

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**What's New**

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at [www.irs.gov/form8038](http://www.irs.gov/form8038). Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

**Filing a separate return for a single issue.** Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.** For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

## When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

## Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

## Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

## Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

## Definitions

**Obligations.** This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

**Tax-exempt obligation.** This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue.** Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

## Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

## Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Lines 3 and 4.** Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

**Note.** The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

## Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

**Line 8a.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Line 8b.** For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

**Lines 9a through 9h.** Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

**Lines 9i and 9j.** For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

**Line 9k.** Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

**Line 10.** Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

**Line 11.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

**Line 12.** Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

**Line 13.** Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

## Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

**Note.** If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

## Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

## Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

**Learning about the law or the form** . . . . . 4 hr., 46 min.

**Preparing the form** . . . . . 2 hr., 22 min.

**Copying, assembling, and sending the form to the IRS** . . . . . 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

## PROCUREMENT POLICY AND BID-QUOTATION FORM

#1

NAME OF COMPANY

Century EquipmentTelephone # 970-819-9388In Person By Mail XTime 2:50 pm 3/9/20Contact Person Ben Beresford

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

ITEMS QUOTED: New 590 SN T4Final Backhoe - 1 year base warrantyunlimited hours - 5 year / 3000 hour Emissions

Warranty

PRICE:

\$14,500.00 FOB BlandingBID CHOSEN AND REASON: Backhoe Hydraulics have a higher output & more power.

#2

NAME OF COMPANY

Honnen EquipmentTelephone # 970-403-9985In Person By Mail XTime 9:29 am 3/18/20Contact Person Sam Loughman

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

ITEMS QUOTED: New John Deere 301EPBackhoe loader - NO DEF REQ.Warranty: 2 years or 2000 hours

PRICE:

\$81,283.00 FOB Blanding

#3

NAME OF COMPANY

Honnen EquipmentTelephone # 970-403-9985In Person By Mail XTime 9:29 am 3/18/20Contact Person Sam Loughman

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

ITEMS QUOTED: New John Deere 301SLBackhoe loader - DEF REQ.Warranty: 2 years or 2000 hours

PRICE:

\$88,772.00 FOB Blanding

#4

NAME OF COMPANY

Peak JobTelephone # 8012091604In Person By Mail XTime 5:00 pm 3/18/20Contact Person June Olson

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

ITEMS QUOTED: 3CX 141 FCMBackhoe - NO DEF REQ. Warranty:2 years or 2000 hours and 3 year structural

Warranty

PRICE:

\$81,658.78 w/quick couplerFOB Blanding

SIGNED: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

P.O. NUMBER: \_\_\_\_\_

APPROXIMATE DATE OF DELIVERY: \_\_\_\_\_



Alvarado, Monica &lt;malvarado@sanjuancounty.org&gt;

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**Backhoe Loader Quote Blanding**

1 message

**Ben Beresford** <ben.beresford@centuryeq.com>

Mon, Mar 9, 2020 at 2:50 PM

To: malvarado &lt;malvarado@sanjuancounty.org&gt;

Cc: Jennifer Hudgpeth &lt;jennifer.hudgpeth@centuryeq.com&gt;

Attached you will find the quote for a backhoe for Blanding. you will also find attached the spec sheet with goes for both bids. If you have any further questions or need any more information please let me know.

*Ben Beresford**ben.beresford@centuryeq.com**Cell: 970.819.9388**Office: 970.247.0522*

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**2 attachments****BL-590SN-Specs-201810.pdf**

568K

**San Juan County .xls**

711K



## ENGINE

Model	FPT F5BFL413A
Emissions Certification	Tier 4 Final
Type	Diesel 4-stroke, Turbocharged
Cylinders	4
Bore/Stroke	3.90 x 4.33 in (99 x 110 mm)
Displacement	207 in <sup>3</sup> (3.4 L)
Fuel Injection	Direct, high pressure common rail - HPCR
Fuel	Diesel
Engine speeds*	RPM
Rated speed - full load	2200
Low idle	900 - 1000
High idle - no load	2320 - 2430
Horsepower @ 2200 RPM:	
Gross	110 hp (82 kW)
Net	108 hp (81 kW)
Maximum torque @ 1400 RPM:	
Gross	339 lb-ft (460 N-m)
Net	338 lb-ft (459 N-m)
Torque rise at rated speed	29% +/- 5%
Radiator:	
Core type	Square wave
Core size area	486 in <sup>2</sup> (3 145 cm <sup>2</sup> )
Rows of tubes	4
Viscous Fan:	
Style	9 blade viscous suction
Diameter	19.68 in (500 mm)
Ratio	1.4:1
Pump operating angle ratings:	
Side to side	Rated 35°
Fore and aft	Rated 35°
Oil filtration	Replaceable, full flow cartridge

NOTE: \*Engine speeds w/ standard transmission.  
Meets federal emission regulations.

## DRIVETRAIN

Transmission - standard:  
PowerDrive S-Type, 4F-4R fully synchronized  
electric/hydraulic shifting w/ auto shift mode

Transmission - optional:  
4F-4R Power Shuttle Synchromesh Transmission  
manual gear shift, fully synchronized

Specifications below apply to both Power Shuttle and PowerDrive S-Type transmission unless otherwise indicated.

Gear ratios	Forward/Reverse
1st	5.603/4.643
2nd	3.481/2.884
3rd	1.584/1.313
4th	0.793/0.657

Travel speeds - Standard S-Type PowerDrive DD Transmission	Forward	Reverse
	mph (kph)	mph (kph)
1st	4.1 (6.6)	4.9 (7.9)
2nd	6.5 (10.5)	7.8 (12.5)
3rd w/ DD Feature Off	13.8 (22.3)	16.5 (26.5)
3rd w/ DD	14.4 (23.2)	16.5 (26.5)
4th w/ DD Feature Off	25.2 (40.6)	29.0 (46.7)
4th w/ DD	25.2 (40.6)	29.0 (46.7)

Travel Speeds - Optional Power Shuttle Transmission	Forward	Reverse
	mph (kph)	mph (kph)
1st	4.1 (6.6)	4.9 (7.9)
2nd	6.5 (10.5)	7.8 (12.6)
3rd	13.8 (22.3)	16.5 (26.5)
4th	25.2 (40.6)	29.0 (46.7)

Transmission - optional:  
PowerDrive H-Type, 4F-4R hydraulic clutch  
shifting w/ auto shift mode

Gear ratios	Forward/Reverse
1st	5.533/4.549
2nd	3.359/2.782
3rd	1.533/1.260
4th	0.811/0.667

Travel Speeds - Optional H-Type PowerDrive DD Transmission	Forward	Reverse
	mph (kph)	mph (kph)
1st	4.0 (6.5)	4.8 (7.7)
2nd	6.6 (10.6)	7.8 (12.6)
3rd w/ DD Feature Off	13.7 (22.0)	16.4 (26.4)
3rd w/ DD	14.4 (23.1)	16.4 (26.4)
4th w/ DD Feature Off	23.0 (37.0)	27.6 (44.4)
4th w/ DD	25.0 (40.2)	27.6 (44.4)

Torque converter ratio 2.2

Differential lock:  
On-the-go push-button activation

Front 4WD/Rear axle:	
Differential ratio	2.1/2.5
Planetary hub ratio	6.0/6.4
Total reduction ratio	12.8/16.0

Service brakes:  
Individually applied, power assisted,  
hydraulically actuated, maintenance-free,  
self-adjusting, outboard mounted, wet disc,  
2 per side.

Total disc area 384 in<sup>2</sup> (0.25 m<sup>2</sup>)

Parking brakes Trans Mounted  
spring-applied hydraulic release - SAHR

NOTE: Travel speeds at 2306 engine  
RPM specified: w/ 21.0 L x 24.0 tires.

## ELECTRICAL

Voltage	12 Volts, negative ground
Alternator	160 amp
Battery	850 cold-cranking amps
Optional dual batteries:	850 cold-cranking amps each
Power plugs - 2	30 amps total

## OPERATOR ENVIRONMENT

ROPS/FOPS certified protective canopy;  
Anti-vandalism cover for dash - w/ canopy  
only; Rear fenders extensions; Coat hook w/  
garment strap; Interior rearview convex mirror;  
Non-suspension seat - 180° swivel - Vinyl; 2 in  
(50 mm) retractable seat belt; Cup holder/  
storage tray mounted on left-hand fender;  
Right-hand storage compartment w/ lid.

Gauges:  
Engine water temperature; Converter oil  
temperature; Fuel level; Tachometer/  
hourmeter; DEF level.

Warning lights:  
Air cleaner restriction; Alternator; A/C high  
pressure; Cold start; Engine oil pressure;  
Hydraulic oil filter bypass; Parking brake  
engagement; Low fuel; Water in fuel; Low DEF.

Audible alarms w/ diagnostics:  
Coolant temperature; Engine oil pressure;  
Parking brake engagement; Converter oil  
temperature; Shuttle engagement/seat  
position; Backup alarm; Low DEF.

Horn Dual switched front and rear

## OPERATING WEIGHT

### Configuration - SAE Transport:

No Operator, 4:1 Loader Bucket, E-hoe, Cab  
w/ Heat and AC, Ride Control, Eco Mode,  
Heavy Lift, Fully fueled, 24 in HD BH Bucket  
4 WD, Boom Guard, Big Front Counterweight,  
Quick Couple BH, BH aux., Pilot BH Controls,  
Galaxy 14-17.5 @ 50 psi front tires Goodyear  
21 L - 24 @ 28 psi Rear Tires.

20,532 lb (9 309 kg)

### Add-on weights:

Cab-over canopy	309 lb (140 kg)
Fabricated stabilizer pads	141 lb (64 kg)
Counterweights	700 lb (318 kg)
	1,100 lb (500 kg)
Extendahoe®	335 lb (152 kg)
4WD w/ driveshaft guard	393 lb (178 kg)

## HYDRAULICS

### Pump:

Bosch Rexroth Series 31 Variable Displacement Axial Piston Pump, dual mode torque regulation, mode selected by solenoid

### Main relief pressure:

Standard	3,450 +/- 50 psi (238 +/- 3.5 bar)
Power Lift	3,625 +/- 50 psi (250 +/- 3.5 bar)

### Filtration:

7-micron, full flow replaceable cartridge on return line, condition indicator light for filter.

### Oil cooler

Heavy-duty

### Loader flow @ rated engine RPM:

43 gpm @ 2,340 psi  
(162.6 L/min @ 161 bar)

### Loader control valve w/ pilot or manual backhoe controls:

Two or three-spool closed center sectional control valve. Single lever manual control for lift and tilt functions. The three-spool valve uses a proportional Electro-Hydraulic control for the auxiliary function. The lift lever has a positive hold "Float" position and a "return-to-dig" feature.

### Loader auxiliary hydraulics w/ proportional thumb switch w/ detent on loader control handle:

0 - 43 gpm (0 - 162.6 L/min)

### Backhoe flow @ rated engine RPM:

43 gpm @ 3,100 psi  
(162.6 L/min @ 214 bar)

### Manual backhoe control valve:

Six-spool monoblock open center control valve w/ seventh and eighth spool bolt-on sections. Features "Pro-Control" which includes custom designed spools for each individual function along w/ "swing cushioning" valve for zero-wag swing control. Basic control valve has an open center parallel circuit for all functions.

### Pilot backhoe control valve:

Six, seven, or eight spool sectional closed center control valve. Features "Pro-Control" which includes custom designed spools for each individual function along w/ "swing cushioning" valve for zero-wag swing control. Basic control valve is closed center, w/ circuits in parallel w/ a post-compensated, flow sharing feature for simultaneous operation of all circuits.

### 1-way flow auxiliary hydraulics:

1-way flow hydraulic valve is equipped w/ an adjustable LS relief valve to control attachment pressure and a 6 position flow control selector for 6 detented, distinct flow settings.

### Actuation:

Manual backhoe controls - cab floor pedal  
Pilot controls - left-hand joystick

### 2-way flow auxiliary hydraulics\*:

#### Actuation:

Activate the 2-way flow switch located on the rear console  
Manual shift - 2-way flow linkage on far right of backhoe tower  
Pilot controls - left-hand joystick.

NOTE: \*Available w/ 1-way/2-way Aux. Hyd. option.

## SERVICE CAPACITIES

Fuel tank	35.0 gal (132.0 L)
DEF tank	3.6 gal (13.5 L)

### Hydraulic system:

Total	138 qt (130.7 L)
w/ Extendahoe®	144 qt (135.7 L)
Reservoir w/ filter	55 qt (52.4 L)
Reservoir w/o filter	53 qt (50.5 L)

### Transmission - total system:

2WD Standard	18 qt (17.0 L)
2WD PowerDrive S-Type	23 qt (21.7 L)
4WD Standard	21 qt (19.4 L)
4WD PowerDrive S-Type	22 qt (20.7 L)
4WD PowerDrive H-Type	19 qt (18.0 L)

### Front axle:

2WD each hub	0.8 qt (0.8 L)
4WD Differential	9.1 qt (8.6 L)
4WD Planetaries - each	1.1 qt (1.0 L)

### Rear axle:

Differential and planetaries	14.4 qt (13.6 L)
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### Engine oil w/ filter

8.5 qt (8.0 L)

### Cooling system:

w/ heater	19.0 qt (18.0 L)
w/o heater	18.3 qt (17.3 L)

### Window washer reservoir

3.0 qt (2.8 L)

## OTHER SPECIFICATIONS

### Front tires:

2WD	14.0 L x 17.5, 10-ply Industrial Rib
4WD	14.0 L x 17.5, 10-ply SGL SS

### Rear tires:

2/4WD	21.0 L x 24.0, 10-ply R4
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### Turning radius\*: Curb to Curb:

2WD:	
Brakes on	11 ft 6 in (3.55 m)
Brakes off	12 ft 8 in (3.86 m)

### 4WD - engaged:

Brakes on	12 ft 6 in (3.81 m)
Brakes off	14 ft 4 in (4.36 m)

### 4WD - disengaged:

Brakes on	11 ft 8 in (3.55 m)
Brakes off	12 ft 8 in (3.86 m)

NOTE: \*Turning radius dimensions curb to curb w/ 21.0 L x 24.0 rear tires.

## LOADER BUCKET SIZES

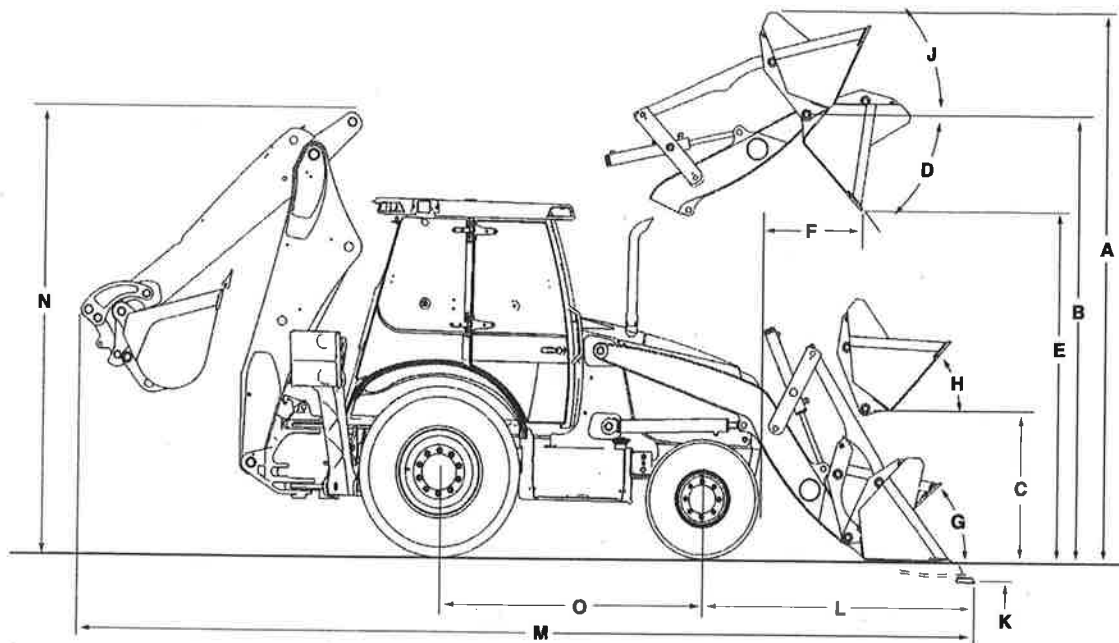
Type	Width	Weight	Struck	Heaped Capacity
Long Lip Bucket with lift points and bolt-on cutting edge	93 in (2.36 m)	1,188 lb (539 kg)	1.1 yd³ (0.84 m³)	1.3 yd³ (0.99 m³)
	96 in (2.44 m)	1,415 lb (642 kg)	1.27 yd³ (0.97 m³)	1.5 yd³ (1.15 m³)
4 IN 1® Bucket	93 in (2.36 m)	1,685 lb* (764 kg)	1.0 yd³ (0.76 m³)	1.20 yd³ (0.92 m³)

NOTE: \*Weight of 4 IN 1® bucket includes edges, cylinders and tube lines.

## BACKHOE BUCKET SIZES

Type	Width	Weight	Heaped Capacity
Universal Buckets	12 in (305 mm)	295 lb (134 kg)	3.40 ft³ (0.10 m³)
	18 in (457 mm)	356 lb (162 kg)	5.30 ft³ (0.15 m³)
	24 in (610 mm)	427 lb (194 kg)	7.70 ft³ (0.22 m³)
	30 in (762 mm)	489 lb (222 kg)	10.20 ft³ (0.29 m³)
	36 in (914 mm)	552 lb (251 kg)	12.70 ft³ (0.36 m³)
High Capacity Buckets	24 in (610 mm)	447 lb (203 kg)	8.50 ft³ (0.24 m³)
	30 in (762 mm)	502 lb (228 kg)	10.60 ft³ (0.30 m³)





Line drawings are for illustrative purpose only and may not be exact representation of unit.

#### LOADER DIMENSIONS

	Long Lip Bucket	4 IN 1 <sup>®</sup> Bucket
<b>A.</b> Overall operating height – fully raised	13 ft 11 in (4.24 m)	13 ft 10 in (4.22 m)
Height to:		
<b>B.</b> Bucket hinge pin fully raised	11 ft 6 in (3.50 m)	11 ft 6 in (3.50 m)
<b>C.</b> Bucket hinge pin at SAE carry	12.8 in (325 mm)	12.8 in (325 mm)
<b>D.</b> Dump angle at full height	45°	45°
<b>E.</b> Dump clearance at full height, 45° dump:		
Bucket	8 ft 11 in (2.72 m)	9 ft 1 in (2.77 m)
Clam open	—	9 ft 10 in (3.01 m)
<b>F.</b> Dump reach at full height, 45° dump – from bumper:		
Bucket	29.2 in (741 mm)	27.8 in (707 mm)
Clam open	—	13.8 in (351 mm)
Bucket rollback:		
<b>G.</b> @ Groundline	40°	41°
<b>H.</b> @ SAE carry	46°	46°
<b>J.</b> @ Full height	Adjustable	Adjustable
<b>K.</b> Digging depth below grade:		
Bucket flat	6.2 in (157 mm)	5.9 in (150 mm)
Clam open – dozing	—	3.5 in (89 mm)
<b>L.</b> Reach from front axle centerline – bucket on ground	6 ft 7 in (2.05 m)	6 ft 5 in (1.99 m)
Lift capacity to full height – calculated values	8,202 lb (3 721 kg)	7,807 lb (3 541 kg)
Breakout force – calculated values:		
Lift cylinders	11,463 lb (5 099 daN)	11,225 lb (4 993 daN)
Dump cylinders	12,776 lb (5 683 daN)	13,717 lb (6 102 daN)
Bucket cutting edge width	92.7 in (2.36 m)	93.0 in (2.36 m)
Maximum grading angle	106°	106°
Maximum clam opening	—	38.3 in (972 mm)
Moldboard height	—	36.8 in (934 mm)
Raising time to full height	3.7 sec	3.7 sec
Bucket dumping time	2.0 sec	2.0 sec
Lowering time:		
Power down	2.5 sec	2.5 sec
Return-to-dig	3.8 sec	3.8 sec
Clam:		
Open time	—	1.3 sec
Close time	—	1.1 sec

NOTE: Loader dimensions taken with 4WD.

## DIMENSIONS

	Standard Backhoe	Extendahoe®	
		Retracted	Extended
<b>M. Overall transport length:</b>			
Long Lip bucket	23 ft 10 in (7.25 m)	23 ft 10 in (7.25 m)	—
4 IN 1® bucket	23 ft 7 in (7.20 m)	23 ft 7 in (7.20 m)	—
Overall transport width	7 ft 9 in (2.36 m)	7 ft 9 in (2.36 m)	—
<b>Height:</b>			
To top of canopy	8 ft 9 in (2.68 m)	8 ft 9 in (2.68 m)	8 ft 9 in (2.68 m)
To top of cab	8 ft 11 in (2.71 m)	8 ft 11 in (2.71 m)	8 ft 11 in (2.71 m)
To top of exhaust stack	8 ft 9 in (2.67 m)	8 ft 9 in (2.67 m)	8 ft 9 in (2.67 m)
<b>N. Transport</b>	11 ft 7 in (3.54 m)	11 ft 8 in (3.54 m)	—
Ground clearance at backhoe frame	14.2 in (360 mm)	14.2 in (360 mm)	14.2 in (360 mm)
Angle of departure	18.7°	18.7°	18.7°
<b>Front wheel tread:</b>			
14.0 L x 17.5 Industrial Rib	74.3 in (1.89 m)	74.3 in (1.89 m)	—
14.0 L x 17.5	74.3 in (1.89 m)	74.3 in (1.89 m)	—
<b>Rear wheel tread:</b>			
21.0 L x 24.0	69.6 in (1.77 m)	69.6 in (1.77 m)	—
<b>O. Wheelbase:</b>			
2WD	84.0 in (2.13 m)	84.0 in (2.13 m)	—
4WD	84.5 in (2.15 m)	84.5 in (2.15 m)	—

NOTE: Dimensions taken with 21.0 L x 24.0 rear tires and 14.5/75.0 L x 16.1 front tires except that data marked 4WD is taken with 14.0 L x 17.5 front tires.

## CYLINDERS

	Bore Diameter	Rod Diameter	Stroke	Closed Length
<b>Loader:</b>				
Lift – 2	3.50 in (88.9 mm)	1.875 in (47.6 mm)	29.13 in (740.0 mm)	41.54 in (1 055.0 mm)
Dump – 2	3.25 in (82.6 mm)	1.75 in (44.5 mm)	20.33 in (516.5 mm)	30.78 in (781.8 mm)
4 IN 1® clam – 2	3.00 in (76.2 mm)	1.75 in (44.5 mm)	9.08 in (230.6 mm)	19.62 in (498.3 mm)
<b>Backhoe:</b>				
Boom	5.50 in (139.7 mm)	2.75 in (69.9 mm)	40.57 in (1 030.5 mm)	57.05 in (1 449.0 mm)
Dipperstick	5.25 in (133.4 mm)	2.75 in (69.9 mm)	23.53 in (597.7 mm)	38.49 in (977.7 mm)
Bucket	3.50 in (88.9 mm)	2.50 in (63.5 mm)	38.95 in (989.4 mm)	51.78 in (1 315.2 mm)
Extendahoe®	3.00 in (76.2 mm)	1.75 in (44.5 mm)	48.03 in (1 220.0 mm)	64.02 in (1 626.0 mm)
Swing – 2	4.00 in (101.6 mm)	2.00 in (50.8 mm)	11.50 in (292.0 mm)	24.44 in (620.8 mm)
Stabilizer – 2	5.25 in (133.4 mm)	2.50 in (63.5 mm)	20.40 in (518.1 mm)	33.57 in (852.7 mm)

## AXLE RATINGS

	Front – 2WD	Rear	Front – 4WD
Maximum static	65,506 lb (29 713 kg)	70,848 lb (32 136 kg)	67,883 lb (30 791 kg)
Dynamic operating	44,261 lb (20 077 kg)	49,494 lb (22 450 kg)	47,426 lb (21 512 kg)
Static operating	17,704 lb (8 031 kg)	19,798 lb (8 980 kg)	18,969 lb (8 604 kg)
Oscillation – front axle	22° total – 11° each side	—	22° total – 11° each side

**BACKHOE LIFT CAPACITIES**

Standard Backhoe			Extendahoe®			
Boom Lift	Standard	Power Lift	Retracted		Extended	
	Lift Capacity lb (kg)	Lift Capacity lb (kg)	Standard Lift Capacity lb (kg)	Power Lift Lift Capacity lb (kg)	Standard Lift Capacity lb (kg)	Power Lift Lift Capacity lb (kg)
+18 ft (5.50 m)	—	—	—	—	2,548 (1 156)	2,710 (1 229)
+16 ft (4.87 m)	—	—	—	—	2,783 (1 262)	2,961 (1 343)
+14 ft (4.27 m)	3,942 (1 788)	4,177 (1 895)	3,688 (1 673)	3,923 (1 779)	2,967 (1 346)	3,156 (1 431)
+12 ft (3.66 m)	4,160 (1 887)	4,409 (2 000)	3,898 (1 768)	4,147 (1 881)	3,037 (1 378)	3,231 (1 465)
+10 ft (3.05 m)	4,204 (1 907)	4,456 (2 021)	3,937 (1 786)	4,188 (1 900)	3,051 (1 384)	3,246 (1 472)
+8 ft (2.44 m)	4,180 (1 896)	4,430 (2 009)	3,908 (1 773)	4,158 (1 886)	3,052 (1 384)	3,247 (1 473)
+6 ft (1.83 m)	4,128 (1 873)	4,374 (1 984)	3,853 (1 748)	4,099 (1 859)	3,037 (1 378)	3,231 (1 466)
+4 ft (1.22 m)	4,064 (1 843)	4,305 (1 953)	3,785 (1 717)	4,027 (1 827)	3,011 (1 366)	3,203 (1 453)
+2 ft (0.61 m)	4,001 (1 815)	4,239 (1 923)	3,720 (1 687)	3,957 (1 795)	2,983 (1 353)	3,174 (1 440)
Ground Level	3,942 (1 788)	4,175 (1 894)	3,657 (1 659)	3,891 (1 765)	2,970 (1 347)	3,160 (1 433)
-2 ft (0.61 m)	3,893 (1 766)	4,123 (1 870)	3,606 (1 635)	3,836 (1 740)	2,946 (1 336)	3,134 (1 422)
-4 ft (1.22 m)	3,863 (1 752)	4,091 (1 856)	3,572 (1 620)	3,800 (1 724)	2,929 (1 329)	3,116 (1 413)
-6 ft (1.83 m)	3,861 (1 751)	4,088 (1 854)	3,565 (1 617)	3,793 (1 720)	2,924 (1 326)	3,111 (1 411)
-8 ft (2.44 m)	3,910 (1 774)	4,141 (1 878)	3,609 (1 637)	3,839 (1 741)	2,941 (1 334)	3,129 (1 419)
-10 ft (3.05 m)	4,088 (1 854)	4,329 (1 964)	3,776 (1 713)	4,017 (1 822)	2,985 (1 354)	3,175 (1 440)
-12 ft (3.66 m)	4,245 (1 925)	4,494 (2 038)	3,900 (1 769)	4,149 (1 882)	3,102 (1 407)	3,300 (1 497)
-14 ft (4.27 m)	—	—	—	—	3,307 (1 500)	3,519 (1 596)
Dipper Lift						
+16 ft (4.87 m)	—	—	—	—	4,312 (1 956)	4,312 (1 956)
+14 ft (4.27 m)	6,102 (2 768)	6,102 (2 768)	5,853 (2 655)	5,853 (2 655)	4,020 (1 823)	4,020 (1 823)
+12 ft (3.66 m)	6,651 (3 017)	6,651 (3 017)	6,409 (2 907)	6,409 (2 907)	5,252 (2 382)	5,252 (2 382)
+10 ft (3.05 m)	6,891 (3 126)	6,891 (3 126)	6,650 (3 016)	6,650 (3 016)	4,849 (2 200)	4,849 (2 200)
+8 ft (2.44 m)	7,147 (3 243)	7,147 (3 243)	6,903 (3 131)	6,903 (3 131)	4,945 (2 243)	4,945 (2 243)
+6 ft (1.83 m)	7,178 (3 256)	7,178 (3 256)	6,928 (3 142)	6,928 (3 142)	4,670 (2 118)	4,670 (2 118)
+4 ft (1.22 m)	8,226 (3 731)	8,226 (3 731)	7,953 (3 608)	7,953 (3 608)	4,424 (2 007)	4,424 (2 007)
+2 ft (0.61 m)	—	—	—	—	5,103 (2 315)	5,103 (2 315)

NOTE: Boom and Dipper Lift Capacities are rated per SAE J31 and are 87 % of the maximum hydraulic lift force available with the specified options.

**BACKHOE OPERATIONAL DATA**

Standard Backhoe		Extendahoe®	
		Retracted	Extended
Digging depth:			
Maximum	15 ft 6 in (4.72 m)	15 ft 6 in (4.72 m)	19 ft 6 in (5.94 m)
Maximum with hi-capacity bucket	16 ft 0 in (4.88 m)	16 ft 0 in (4.88 m)	20 ft 0 in (6.10 m)
2 ft (610 mm) flat bottom	15 ft 5 in (4.69 m)	15 ft 5 in (4.69 m)	19 ft 5 in (5.92 m)
8 ft (2.44 m) flat bottom	14 ft 5 in (4.40 m)	14 ft 5 in (4.40 m)	18 ft 8 in (5.63 m)
Overall reach from:			
Rear axle centerline	23 ft 3 in (7.10 m)	23 ft 3 in (7.10 m)	27 ft 2 in (8.28 m)
Swing pivot	19 ft 7 in (5.98 m)	19 ft 7 in (5.98 m)	23 ft 6 in (7.17 m)
Loading height	13 ft 1 in (4.00 m)	13 ft 1 in (4.00 m)	15 ft 9 in (4.81 m)
Loading reach – dipper retracted	5 ft 1 in (1.56 m)	5 ft 1 in (1.56 m)	8 ft 1 in (2.47 m)
Swing arc	180°	180°	180°
Bucket rotation:			
Mechanical coupler	198.0°	198.0°	198.0°
Hydraulic coupler – Extendahoe® dipper	194.8°	194.8°	194.8°
Hydraulic coupler – standard dipper	198.0°	198.0°	198.0°
Stabilizer spread – operating – centers:			
Flip pad	10 ft 9 in (3.26 m)	10 ft 9 in (3.26 m)	10 ft 9 in (3.26 m)
Cast pad	11 ft 1 in (3.37 m)	11 ft 1 in (3.37 m)	11 ft 1 in (3.37 m)
Digging force:			
Bucket cylinder – SAE rated 3,460 psi	15,132 lb (67 310 N)	15,132 lb (67 310 N)	15,132 lb (67 310 N)
Bucket cylinder – Power Lift	15,853 lb (70 520 N)	15,853 lb (70 520 N)	15,853 lb (70 520 N)
Dipper cylinder – SAE rated 3,460 psi	10,575 lb (47 041 N)	10,575 lb (47 041 N)	7,392 lb (32 882 N)
Dipper cylinder – Power Lift	11,080 lb (49 285 N)	11,080 lb (49 285 N)	7,744 lb (34 450 N)
Leveling angle:			
Flip pad	11.2°	11.2°	11.2°
Cast pad	12.0°	12.0°	12.0°

NOTE: Lift capacities apply straight to the rear of prime mover. 4WD equipped with 24 in (610 mm) Universal HD trenching bucket and Case coupler except as noted.

## STANDARD EQUIPMENT

### OPERATOR ENVIRONMENT

See page 1

### ENGINE

FPT F5BFL413A diesel  
Selective Catalytic Reduction – SCR  
Aspirated air cleaner – replaceable dual element dry type with radial seal  
Fuel filter with water trap  
Radiator with de-aeration bottle  
Antifreeze to -34° F (-37° C)  
Electronic throttles – foot and rotary hand  
Self adjusting belt  
High Pressure Common Rail computer controlled injection with diagnostic features  
Engine ECO Mode – Detent on backhoe hand throttle, push button switch on dash  
Auto Engine Idle  
Auto Engine Shutdown  
Auto Protection Shutdown  
Electronic Fuel Priming

### DRIVETRAIN

PowerDrive S-Type transmission, 4F-4R fully synchronized electronic transmission controller, kick down, transmission disconnect and FNR switch in loader control lever includes auto shift mode and direct drive – 2WD or 4WD  
Front axle:  
2WD heavy-duty front axle with 14.0 L x 17.5 tires with Industrial Rib tread  
4WD heavy-duty mechanically driven front axle with 14.0 L x 17.5 tires and drive shaft guard  
Rear axle:  
2/4WD heavy-duty outboard planetary drive, with 21.0 L x 24.0 tires  
Torque converter – 11.8 in (300 mm)  
On-the-go electric 4WD control  
Electric F/R shuttle control  
Electric differential lock control, push-button  
Park brake, spring-applied hydraulic release – SAHR

### HYDRAULICS

Ground level remote hydraulic test ports  
Variable displacement axial piston pump  
Pump:  
43 gpm @ 3,000 psi  
(162.6 L/min @ 207 bar)  
Heavy-duty hydraulic oil cooler  
7-micron, spin on oil filter

### LOADER

Bucket position indicator; Lifting lugs on standard bucket; Single lever control with self-leveling and return-to-dig; Hand operated clutch disconnects on loader and shift levers, single lever 4-function loader control: lift, dump, clutch cut-out, differential lock and FNR switch

### BACKHOE

Over center design, Fabricated “S” boom; Pro Control System; Dipperstick integrated serrated gripper teeth; Case mechanical coupler; Power Lift, Power Boost

### OTHER

Front tire 14.0 L x 17.5, 10 PR – 4WD  
Rear tire 21.0 L x 24.0, 10 PR  
Forward tilt engine hood  
Replaceable, molded front bumpers  
Front/Rear tie downs  
Reflective logos  
Signal Lights – cab and canopy:  
2 rear tail/stop  
2 front flashers/turn  
2 rear flashers/turn  
Working/Driving Lights – cab and canopy:  
Adjustable halogen work lights – 55 W:  
4 front  
2 side – one left, one right  
4 rear

### TELEMATICS

CASE SiteWatch™ Telematics – Includes hardware and a 3-yr Advanced data subscription

### WARRANTY

1-Year/Unlimited-Hour Full-Coverage Base Limited Warranty  
2-Year/2,000-Hour Extended Engine Warranty

## OPTIONAL EQUIPMENT

### OPERATOR ENVIRONMENT

Speed selectable Auto Ride Control – 4WD models

Standard Ride Control – 2WD models

Comfort Steering with two-speed steering pump and 3rd/4th gear cutout

Deluxe Canopy with glass windshield, windshield wiper, windshield washer, floor mat, 85 dba sound level, two additional front lights, two additional rear lights and anti-vandalism cover

ROPS/FOFS certified protective cab available in LH Door or 2 door with heat, A/C, defroster, door activated dome light, 4 front, 4 rear and 2 adjustable side lights, tilt steering wheel, floor mat, tinted glass, radio ready, front and rear wiper and fender extensions

Deluxe Cab package with deluxe interior, viscous fan, pull-down sun visor and 72 dba sound level

Mechanical suspension seat with flip-up armrests, 180° swivel, adjustable seat and weight, backrest angle, lumbar and cushion angle – cab units cloth or vinyl, canopy units vinyl only

Air suspension seat with flip-up armrests, 180° swivel, electric height adjustment, adjustable backrest – lumbar and cushion angle – cab units cloth or vinyl, canopy units vinyl only

Heated seat option for vinyl and cloth Air suspension seats – cab units cloth or vinyl, canopy units vinyl only

Premium multi-color, hand stitched cloth, heated air suspension seat – not for use with ROPS Canopy option

Bluetooth Radio – Communication and Media streaming, Sirius XM satellite radio ready – does not include satellite antenna, AM/FM tuner, NOAA weatherband tuner, USB input and audio Aux-in

3 in (75 mm) seat belt for mechanical and air-suspension seat

### ENGINE

Cold Weather Starting Aid:

Dual 12 volt batteries, glow plugs, engine block heater and heated CCV hose

Severe Cold Weather Starting Aid:

Synthetic transmission, hydraulic and engine oil – order with cold weather starting aid

### DRIVETRAIN

Power Shuttle, 4F-4R

Synchromesh transmission

PowerDrive H-Type transmission, 4F-4R hydraulic clutch shifting with auto function and direct drive

### LOADER

Auxiliary hydraulics for loader-mounted equipment with thumb-operated proportional control

Hydraulic front quick coupler

Loader linkage without loader bucket

Tool portfolio of additional attachments

Buckets – see page 2

### BACKHOE

1-way Auxiliary backhoe hydraulics for hammers, plate compactors or similar 1-way flow attachments

1-way/2-way Auxiliary backhoe hydraulics for hammers, plate compactors or similar 1-way flow attachments or switch to 2-way flow for thumbs, augers or similar 2-way flow attachments

Extendahoe®

Bolt-on hardened gripper teeth

Two-lever control – backhoe or Extendahoe®

Pilot operated control system:

Fingertip proportional Electro-Hydraulic stabilizer controls

Thumb-operated proportional

Electro-Hydraulic Extendahoe® control

Thumb-operated horn button

Thumb-operated auxiliary hydraulic control

Infinitely adjustable towers

In-cab switchable "excavator to backhoe" control pattern change Standard dipper

Flip over stabilizer pads

Cemetery/Street pads

Hydraulic bucket coupler

Universal coupler – CAT/Deere compatible

Buckets – see page 2

Hydraulic thumb – Includes: 2 replaceable, high strength, bolt on tines with two positions for Universal or Hi-Cap buckets – meshes with Bucket teeth on 18 in & 24 in Buckets

### OTHER

Front tires:

14.0 L x 17.5 10 PR

Rear tires:

21 L x 24, 10 PR

Special paint

Tool box – bolt-on, step-mounted

Front counterweights:

700 lb and 1,100 lb (318 kg and 500 kg)

Rotating beacon

LED Working/Driving Light Package:

4 front

4 rear

2 side

Chaff Screen – Additional fine mesh screen in front of standard grille

Locking DEF/Fuel covers

Front Fenders

## CaseCE.com

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Replaces Form No. CCE201710590SN

590SN

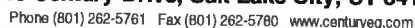
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CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.



Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.



453 North 1000 West UT 84321 752-1533 Fax (435) 752-5722	Logan, 549 32 Road CO 81520 7363 Fax (970) 434-7367	Clifton, 855 Highway 51 Bypass North Dyersburg, TN 38024 (731) 285-2875 Fax (731) 285-2877	6301 Edith Blvd NE Albuquerque, NM 87107 (505) 433-2246 Fax (505) 433-4414
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3/9/2020  
Date



This order is subject to the ability of Century Equipment Co. to obtain such Equipment from the manufacturer and Century Equipment Co. shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond control of Century Equipment Co. The price shown on the front side is subject to any new or increased taxes imposed upon sale of the Equipment after the date of this order.

The balance due on this Order shall be paid in cash at the time of delivery, provided however, that if customer is unable to obtain financing satisfactory to customer, then Century Equipment Co. shall be paid \$ \_\_\_\_\_ for each day the Equipment (described above) is in the possession of customer. The down payment (including any trade-in) may be retained by Century Equipment Co. as security for said payment.

When this order has been signed or otherwise accepted by the purchaser(s) or his agent(s), it implies his complete knowledge and acceptance of the conditions & terms herein stated and implied and becomes a binding agreement only when accepted by an authorized employee of Century Equipment Co.

Any deposits or down payments made, may be retained by Century Equipment Company, Inc. if customer does not accept equipment or perform all other terms of this agreement.

I (we), offer to sell, transfer, and convey the following item(s) at, or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Purchaser warrants, except in the amount set forth as owing, that such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to Century Equipment.



Alvarado, Monica &lt;malvarado@sanjuancounty.org&gt;

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**Backhoe Loader Quote**

1 message

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**Sam Loughman** <SamLoughman@honnen.com>  
To: "Alvarado, Monica" <malvarado@sanjuancounty.org>

Wed, Mar 18, 2020 at 9:29 AM

Please see the attached quote for a John Deere backhoe. I have included two different machine options for this quote, the first option is a John Deere 310L EP and the second is a 310SL. The 310L EP model is the machine that does not have any exhaust aftertreatment. I have highlighted on the quote request any option that does not meet spec. I have also highlighted on the machine specification page the noted specifications. Please let me know if you have any questions on the machine specifications. The machine warranty is standard manufacture warranty two year or 2,000 hours. We can include extended warranty at your request if necessary.

**Sam Loughman**

Territory Manager

Honnen Equipment Co.

16 Girard St. Durango, CO 81303


P:970-247-4460 | C:970-403-9985

[samloughman@honnen.com](mailto:samloughman@honnen.com)

Connect with us!



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## **San Juan County Road Department**



### **REQUEST FOR QUOTE**

**Clearly Marked Backhoe Loader Quote** proposals will be received either in person, facsimile, email or by mail until 5:00 p.m., March 19, 2020 at:

**San Juan County Road Department  
881 East Center Street  
P.O. Box 188  
Monticello, Utah 84535  
Email: [malvarado@sanjuancounty.org](mailto:malvarado@sanjuancounty.org)  
Fax: (435)587-2771**

**For: New Backhoe Loader (1)**

Specifications and terms of the bid are available at the San Juan County Road Office, 881 East Center Street, Monticello, Utah, 84535, Monday through Thursday, 7:00 a.m. to 5:30 p.m. by phone or in person.

**SAN JUAN COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS/QUOTES.**

## **TERMS OF BID AWARD**

1. All bids must meet the attached specifications.
2. All bids must be FOB to Monticello or Blanding yard as indicated in specifications.
3. Bid quotes will be valid for a period of ninety (90) days. Should a price increase occur, it will be the responsibility of the vendor to submit written notice of an increase with the appropriate documentation. San Juan County reserves the right to reject the increase. Should a rejection occur, San Juan County will re-advertise for bids.
4. All items ordered must have a purchase order number.
5. Should a bid item be out-of-stock or need to be special ordered, bidder will notify San Juan County Road Department of expected delivery date. Bidder will be allowed time frame, agreed upon in writing, to receive the item or on some special items a date of delivery may be given, agreed upon in writing.
6. All invoices must be submitted in a timely manner and must have the corresponding purchase order number. A clear signature of a San Juan County representative will either be on the invoice or shipping copy for payment. San Juan County is exempt from sales tax and will not pay penalties and/or interest for invoices not submitted properly for payment.
7. Should a credit occur, San Juan County Road Department will hold the invoice, causing the credit, for payment until a credit memorandum invoice is submitted. San Juan County Road Department does not carry credit balances.

**San Juan County reserves the right to cancel any bid award due to failure to comply with the above guidelines. Should you fail to comply; a "Letter of Notice" will be sent allowing thirty (30) days to correct the problems. If after thirty (30) days satisfaction is not met, you will be notified of bid cancellation.**

**San Juan County Road Department:**

Is currently accepting bids for the purchase of **(1) NEW Backhoe Loader.**

All prices will be **FOB:**

**San Juan County Road Department  
1049 South Main  
Blanding, Utah 84511**

**Required Options:**

**Engine:**

- Diesel
- EPA T4F emissions regulations
- Cold start aid, coolant protection up to -22 degrees F
- Water cooled
- Self-cleaning pre-cleaner with automatic expulsion of excess dust
- Two stage air filtration, primary and secondary elements
- Two stage air filtration, warning lamp for water in fuel
- Full flow pressure lubrication with spin-on filter cartridge
- Hand and foot operated throttle control
- Air to fluid coolers
- Separately serviceable radiator, hydraulic cooler and transmission cooler
- Minimum 295 lb-ft engine torque @ 1200 rpm
- Internal oil cooler
- Poly-V belt for fan and alternator
- No DPF, DEF or DOC after-treatment installed
- 110V engine block heater
- Maintenance free battery

**Powertrain (listed specifications or equivalent):**

- Synchro-shuttle transmission
- 4-speed, full synchromesh gearbox with integral torque converter and electrically operated reversing power shuttle
- Column mounted electric reversing shuttle
- 12 inch torque converter
- 4-pattern gear lever with transmission disconnect switch
- On-the move gear changes
- Torque converter stall ratio of 2.52:1
- Minimum forward and reverse speed of 22.8 mph
- Air to fluid transmission cooler
- A single fill and check point for rear axle shall be standard equipment

Required Options:

Powertrain (listed specifications or equivalent continued):

- 4-wheel drive standard with switch off button
- Rear axle rigidly mounted, incorporates limited-slip differential (LSD)
- Outboard planetary gears on both axles
- Front axle centrally pivoted with oscillation angle of 16 degrees
- Front drive/steer axle incorporates torque proportioning differential
- Steering cylinder and steering rods located behind front axle
- 36,374 lb front axle static load rating
- 18,305 lb front axle dynamic load rating
- 55,140 lb rear axle static load rating
- 27,569 lb rear axle dynamic load rating
- Pressure lubrication with spin-on cartridge filter on transmission

Brakes:

- Hydraulically actuated dual line service brakes, self-adjusting, oil immersed, multi-disc type on the rear axle
- Hand operated parking brake
- Split brake pedals
- 4-wheel drive braking when 2-wheel drive is active by pressing brake pedals

Electrical System:

- 12 volt negative ground, utilizing wiring and connectors meeting IP69 water ingress test standard
- Central fuse panel
- 110 A/h battery
- 95 amp alternator
- 2 fixed and 2 adjustable rear working lights
- 12 volt outlet for accessories
- Light and alarm for battery charge condition, coolant temperature, engine oil pressure, transmission oil pressure, transmission oil temperature, air cleaner restriction, parking brake engagement and water in the fuel
- Light indicators for front work lights on, rear work lights on, turn signal and 4 way flashers
- Engine oil level sensor

Operator Station:

- Fully enclosed ROPS/FOPS cab with A/C and heater with openable side windows, one piece rear openable window, adjustable cloth suspension seat, dual side entry
- Full sure grip rubber mat
- Front windshield with 2 speed plus intermittent wiper and washer and interior rear view mirror
- Cup holders
- Storage compartments

Required Options:

Operator Station (continued):

- Upper and lower vent system
- Rear wiper with washer
- Minimum radio pre-wire including speakers
- Operator ear noise level at 72dB or below at rated speed with no load
- Minimum 4 isolation mounts
- Insulation for maximum temperature and sound control
- All glass surface free of rubber moldings on enclosed cab
- 3 position interior light
- Simple handle loader control with transmission disconnect
- Additional loader control for loader auxiliary hydraulics
- Forward/reverse power shuttle lever mounted on the steering column
- Pre-wire for strobe or beacon light
- 3" seat belt

Loader End:

- True parallel lift
- Minimum 1.4 cubic yard capacity heavy duty general purpose loader bucket with bolt-on cutting edge
- Minimum 13,603 lbf loader bucket breakout force
- Minimum 9 foot dump height
- Heavy duty in-line loader arms
- Arch design loader arms
- Dual parallel bucket cylinders
- Full bucket rollover for dozing
- Full bucket rollover for stability in backhoe operation
- Bucket return-to-dig
- 3/8 inch pipework with 2-way flow auxiliary circuit (bi-directional circuit)

Excavator End:

- Center-mounted excavator end with 180-degree working radius
- Over the side stabilizer legs with wide spread
- Hose burst check valves (HBCVs) installed on each stabilizer cylinder
- Stabilizer cylinders fitted with guards
- Flip over feet fitted with rubber pads
- Heavy duty mainframe with sealed swing post pins and swing cylinder pins
- Manual stick controls with flow sharing valve block
- 1-way flow auxiliary circuit (hammer circuit)
- Switch to engage 1-way auxiliary flow circuit for attachments
- 14ft extending dipper with maximum dig depth to equal or exceed 18 feet 6 inches extended with synthetic wear pads external adjustment and dry type wax oil lubrication

Required Options:

Excavator End (continued):

- Bucket breakout force to equal or exceed 13,730 lbf
- Grease pins in the swing tower to boom base
- Inner extending dipper
- Minimum 18,000 lbf of swing torque
- Minimum 60 mm swing cylinder rod size
- Minimum dipper lift capacity 6 feet above ground of 4,667 lbs with a standard dipper stick
- Nylon wear pads with external adjustment for extending dipper
- 24" heavy duty excavator bucket with 4 pin-on teeth

Full specifications are required with each Backhoe Loader offered.

Indicate warranty terms and conditions included with each Backhoe Loader. Specify all expenses to be borne by San Juan County for warranty and or recall work required (i.e. travel, per diem or other incidental costs associated with such necessary work).

**Quote Id: 21421532**

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Prepared For:  
**SAN JUAN COUNTY**



Prepared By: **SAM LOUGHMAN**

Honnen Equipment Co.  
16 Girard Street  
Durango, CO 81303

Tel: 970-247-4460

Fax: 970-247-4463

Email: [samloughman@honnen.com](mailto:samloughman@honnen.com)

Date: 17 March 2020

Offer Expires: 30 April 2020

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*Confidential*

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**Quote Summary****Prepared For:**

SAN JUAN COUNTY  
881 E Center Street  
Po Box 188  
Monticello, UT 84535  
Business: 435-587-3230

**Prepared By:**

SAM LOUGHMAN  
Honnen Equipment Co.  
16 Girard Street  
Durango, CO 81303  
Phone: 970-247-4460  
samloughman@honnen.com

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**Quote Id:** 21421532  
**Created On:** 17 March 2020  
**Last Modified On:** 18 March 2020  
**Expiration Date:** 30 April 2020

---

**Equipment Summary**

JOHN DEERE 310L EP BACKHOE  
LOADER

<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
\$ 81,283.00 X	1 =	\$ 81,283.00

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**Equipment Total****\$ 81,283.00**

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**Quote Summary**

Equipment Total	\$ 81,283.00
SubTotal	\$ 81,283.00
Total	\$ 81,283.00
<b>Balance Due</b>	<b>\$ 81,283.00</b>

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**Salesperson : X** \_\_\_\_\_**Accepted By : X** \_\_\_\_\_



# Selling Equipment

Quote Id: 21421532

Customer: SAN JUAN COUNTY

## JOHN DEERE 310L EP BACKHOE LOADER

Hours:

Stock Number:

Code	Description	Qty
0A50T	310L EP BACKHOE LOADER	1

**Standard Options - Per Unit**

170C	JDLink Ultimate 5 Year Subscription	1
2035	Cab	1
2401	English Decals with English Operator and Safety Manuals	1
3075	Mechanical Front Wheel Drive (MFWD) with Open Differential	1
4462	Galaxy 19.5L - 24 in. 12 PR Rear & 12-16.5 R4 12PR Front	1
5225	Mechanical Controls, Two Lever, ISO (DEERE)	1
5400	Less Coupler	1
5656	24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket	1
6020	Extendible Dipperstick	1
6220	Auxiliary Hydraulic with One Way Flow (Hammer)	1
7025	Two-Function Loader Hydraulics, Single Lever	1
7640	1.25 Cu. Yd. (.96 Cu. M.) 86 in. (2.18 m) Wide Long Lip Bucket with Factory Skid Plates	1
8425	450 Lb. (204 kg) Front Counterweight	1
8625	Single Battery, 150 Minute Reserve Capacity (950 CCA)	1
9080	Engine Coolant Heater	1
9110	Ride Control	1
9210	Left Side Console Storage with Cup Holders	1
9905	Strobe Light with Magnetic Mount	1
9917	Radio, Bosch Basic Package	1
9965	Seat, Cloth Air-Suspension	1

**Dealer Attachments**

AT305073	Stabilizer Cylinder Guards (Set of Two)	1
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**Quote Id: 21421532**

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Prepared For:  
**SAN JUAN COUNTY**



Prepared By: **SAM LOUGHMAN**

Honnen Equipment Co.  
16 Girard Street  
Durango, CO 81303

Tel: 970-247-4460

Fax: 970-247-4463

Email: [samloughman@honnen.com](mailto:samloughman@honnen.com)

Date: 17 March 2020

Offer Expires: 30 April 2020

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*Confidential*

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**Quote Summary****Prepared For:**

SAN JUAN COUNTY  
881 E Center Street  
Po Box 188  
Monticello, UT 84535  
Business: 435-587-3230

**Prepared By:**

SAM LOUGHMAN  
Honnen Equipment Co.  
16 Girard Street  
Durango, CO 81303  
Phone: 970-247-4460  
samloughman@honnen.com

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**Quote Id:** 21421532**Created On:** 17 March 2020**Last Modified On:** 18 March 2020**Expiration Date:** 30 April 2020

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**Equipment Summary**

JOHN DEERE 310SL BACKHOE  
LOADER

**Selling Price****Qty****Extended**

\$ 88,772.00 X

1 =

\$ 88,772.00

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**Equipment Total****\$ 88,772.00**

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**Quote Summary**

Equipment Total

\$ 88,772.00

SubTotal

\$ 88,772.00

Total

\$ 88,772.00

**Balance Due****\$ 88,772.00**

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**Salesperson : X** \_\_\_\_\_**Accepted By : X** \_\_\_\_\_

# Selling Equipment

Quote Id: 21421532

Customer: SAN JUAN COUNTY

## JOHN DEERE 310SL BACKHOE LOADER

Hours:

Stock Number:

Code	Description	Qty
0A70T	310SL BACKHOE LOADER	1
Standard Options - Per Unit		
170C	JDLink Ultimate 5 Year Subscription	1
1065	John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions	1
2035	Cab	1
2401	English Decals with English Operator and Safety Manuals	1
3065	Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1
4464	Galaxy 19.5L - 24 in. 12 PR Rear & 12.5/80-18 10PR Front	1
5225	Mechanical Controls, Two Lever, ISO (DEERE)	1
5400	Less Coupler	1
5656	24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket	1
6020	Extendible Dipperstick	1
6220	Auxiliary Hydraulic with One Way Flow (Hammer)	1
7025	Two-Function Loader Hydraulics, Single Lever	1
7645	1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) Wide Heavy Duty Long Lip Bucket with Bolt on Cutting Edge and Skid Plates	1
8425	450 Lb. (204 kg) Front Counterweight	1
8625	Single Battery, 150 Minute Reserve Capacity (950 CCA)	1
9080	Engine Coolant Heater	1
9110	Ride Control	1
9140	Heavy-Duty Backhoe Bucket Cylinder	1
9210	Left Side Console Storage with Cup Holders	1
9905	Strobe Light with Magnetic Mount	1
9917	Radio, Bosch Basic Package	1
9965	Seat, Cloth Air-Suspension	1

Dealer Attachments

# Selling Equipment

**Quote Id:** 21421532

**Customer:** SAN JUAN COUNTY

AT305073	Stabilizer Cylinder Guards (Set of Two)	1
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# 310L EP / 310L SPECIFICATIONS

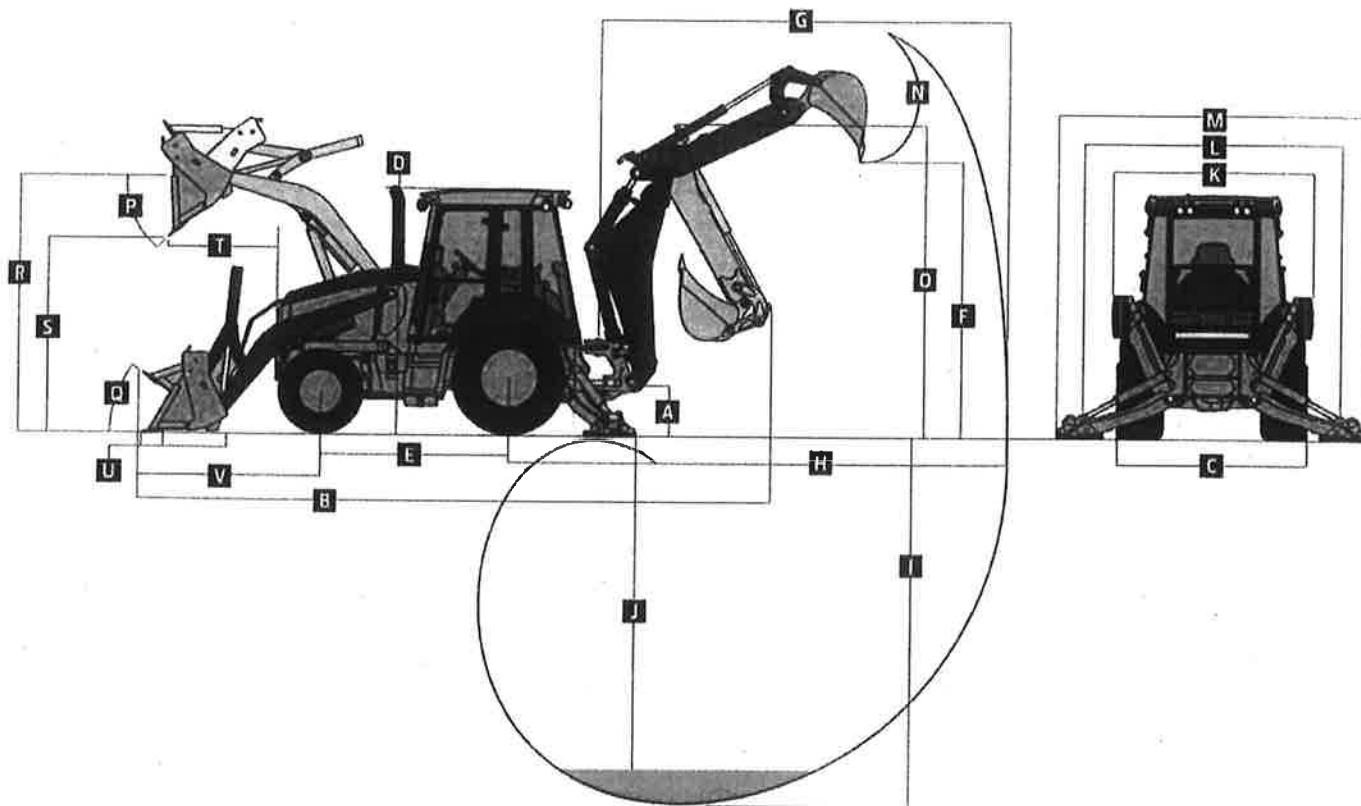
Engine	310L EP	310L
Manufacturer and Model	Yanmar 4TNV98CT turbocharged	John Deere PowerTech™ Plus 4045HT096 turbocharged
Non-Road Emission Standard	EPA Interim Tier 4 equivalent, EPA Final Tier 4 compliant	EPA Final Tier 4/EU Stage IV
Displacement	3.3 L (203 cu. in.)	4.5 L (276 cu. in.)
Gross Peak Power	54 kW (72 hp) at 2,330 rpm	71 kW (95 hp) at 2,240 rpm
Power Ratings		
Net Peak Power (ISO 9249)	51 kW (69 hp) at 2,010 rpm	69 kW (93 hp) at 2,240 rpm
Net Peak Torque (ISO 9249)	271 Nm (200 lb.-ft.) at 1,800 rpm	383 Nm (282 lb.-ft.) at 1,400 rpm
Net Torque Rise	27%	28%
Lubrication	Pressure system with spin-on filter and cooler	Pressure system with spin-on filter and cooler
Air Cleaner	Dual-stage dry type with safety element and evacuator valve	Dual-stage dry type with safety element and evacuator valve
Cooling		
Fan Type	Viscous variable-rate (temperature controlled) cooling fan standard	Electronically controlled, variable rate, suction-type cooling fan
Engine Coolant Rating	-40 deg. C (-40 deg. F)	-40 deg. C (-40 deg. F)
Engine Oil Cooler	Oil to water	Oil to water
Powertrain		
Transmission	4-speed, helical-cut gears, full PowerShift™ transmission with hydraulic reverser standard; electric clutch cutoff on loader lever	
Torque Converter	Single stage, dual phase with 2.63:1 stall ratio, 280 mm (11 in.)	
Maximum Travel Speeds with Standard Engine, Measured with 19.5L-24 Rear Tires		
	<i>Forward</i>	<i>Reverse</i>
Gear 1	5.3 km/h (3.3 mph)	6.7 km/h (4.2 mph)
Gear 2	9.7 km/h (6.0 mph)	12.3 km/h (7.6 mph)
Gear 3	20.1 km/h (12.5 mph)	—
Gear 4	36.4 km/h (22.6 mph)	—
Axes		
Axle Oscillation, Stop to Stop, Front Axle	22 deg.	22 deg.
Axle Ratings	<i>Front</i>	<i>Rear</i>
SAE J43	5000 kg (11,000 lb.)	6000 kg (13,200 lb.)
Dynamic	9000 kg (19,800 lb.)	10 000 kg (22,000 lb.)
Static	23 500 kg (51,800 lb.)	26 500 kg (58,400 lb.)
Ultimate	37 000 kg (81,600 lb.)	39 500 kg (87,100 lb.)
Differentials		
Mechanical-Front-Wheel-Drive (MFWD) Axle	Open - standard; automatic, limited-slip traction control - custom or optional	
Rear Axle	Foot actuated, hydraulically engaged 100% mechanical lock	Foot actuated, hydraulically engaged 100% mechanical lock
Steering (ISO 5010)	Hydrostatic power steering and emergency steering	Hydrostatic power steering and emergency steering
Axle	<i>MFWD</i>	<i>Non-Powered Front</i>
Curb-Turning Radius		
With Brakes	3.57 m (11 ft. 9 in.)	3.55 m (11 ft. 8 in.)
Without Brakes	4.15 m (13 ft. 7 in.)	4.12 m (13 ft. 6 in.)
Bucket-Clearance Circle		
With Brakes	9.99 m (32 ft. 9 in.)	9.98 m (32 ft. 9 in.)
Without Brakes	10.86 m (35 ft. 8 in.)	10.84 m (35 ft. 7 in.)
Steering Wheel Turns (lock to lock)	2.7	3.2
MFWD and Rear Axle	Heavy duty, outboard planetary final drives distribute shock loads over 3 gears	
Brakes (ISO 3450)		
Service	Power assisted, hydraulic wet disc, mounted inboard, self-adjusting and self-equalizing	
Parking	Spring applied, hydraulically released, wet; multi-disc, independent of service brakes with electric switch control	
Hydraulics		
Main Pump	Open-center system; axial-piston pump	Open-center system; single-gear pump
Pump Flow at 2,200 rpm		
Backhoe	128 L/m (33.7 gpm)	106 L/m (28 gpm)
Loader	104 L/m (27.5 gpm)	106 L/m (28 gpm)
System Relief Pressure		
Backhoe	24 993 kPa (3,625 psi)	24 993 kPa (3,625 psi)
Loader	22 063 kPa (3,200 psi)	22 063 kPa (3,200 psi)
Controls		
Backhoe	2-lever mechanical standard; pilot controls with pattern select and manual and/or electric auxiliary functions optional; field kits available for additional mechanical-control options	
Loader	Single-lever control with electric clutch cutoff switch and MFWD (momentary) standard; single-lever control with electric clutch cutoff switch, electrohydraulic (EH) proportional auxiliary roller, MFWD (momentary), and transmission quick-shift optional	Single-lever control with electric clutch cutoff switch standard; manual auxiliary function (2nd lever), single-lever control with electric clutch cutoff and EH proportional auxiliary control optional

# 310L EP / 310L SPECIFICATIONS



Cylinders		310L EP / 310L		
Heat-treated, chrome-plated, polished rods; hardened steel (replaceable bushings) pivot pins				
	<i>Bore</i>	<i>Rod Diameter</i>	<i>Stroke</i>	
Loader Boom (2)	80 mm (3.15 in.)	50 mm (1.97 in.)	790 mm (31.10 in.)	
Loader Bucket (1)	90 mm (3.54 in.)	50 mm (1.97 in.)	744 mm (29.29 in.)	
Backhoe Boom (1)	110 mm (4.33 in.)	56 mm (2.20 in.)	821 mm (32.32 in.)	
Backhoe Crowd (1)	110 mm (4.33 in.)	63 mm (2.48 in.)	553 mm (21.77 in.)	
Backhoe Bucket (1)	80 mm (3.15 in.)	50 mm (1.97 in.)	892 mm (35.12 in.)	
Backhoe Swing (2)	80 mm (3.15 in.)	45 mm (1.77 in.)	310 mm (12.20 in.)	
Backhoe Extendable Dipperstick (1)	63 mm (2.48 in.)	32 mm (1.26 in.)	1062 mm (41.81 in.)	
Backhoe Stabilizer (2)	80 mm (3.15 in.)	50 mm (1.97 in.)	500 mm (19.69 in.)	
Non-Powered Axle (1)	70 mm (2.76 in.)	42 mm (1.65 in.)	210 mm (8.27 in.)	
MFWD (1)	65 mm (2.56 in.)	40 mm (1.57 in.)	210 mm (8.27 in.)	
Electrical		310L EP	310L	
Voltage	12 volt	12 volt		
Alternator Rating	120 amp with canopy and quarter cab / 130 amp with cab	120 amp with canopy and quarter cab / 160 amp with cab		
Lights	10 halogen: 4 front, 4 rear, and 2 side docking (32,500 candlepower each); turn signals and flashers: 2 front and 2 rear; stop and taillights; and 2 rear reflectors; factory-installed option for 2 LED spotlights and 8 LED floodlights in lieu of standard halogen light package			
Operator Station		310L EP / 310L		
Type (ISO 3471)	Canopy, isolation mounted, ROPS/FOPS, left/right access, with molded roof; optional quarter cab (front glass only) and fully enclosed cab			
Tires/Wheels		310L EP	310L	
	<i>Front</i>	<i>Rear</i>	<i>Front</i>	<i>Rear</i>
Non-Powered Front Axle	12.5/80-18 F3 (12)	19.5L-24 R4 (12)	12.5/80-18 F3 (12)	19.5L-24 R4 (12)
	14.5/75-16.1 F3 (16)	19.5L-24 R4 (12)	14.5/75-16.1 F3 (16)	19.5L-24 R4 (12)
With MFWD	12-16.5 NHS (12)	19.5L-24 R4 (12)	12-16.5 NHS (12)	19.5L-24 R4 (12)
	—	—	12.5/80-18 I3 (12)	19.5L-24 R4 (10)
	—	—	12.5/80-18 R4 (10)	19.5L-24 R4 (12)
	—	—	12.5/80-18 I3 (12)	21L-24 R4 (12)
	—	—	12.5/80-18 R4 (10)	21L-24 R4 (12)
	—	—	340/80R18 XMCL	500/70R24 XMCL
	—	—	340/80R18 550	500/70R24 550
	—	—	340/80R18 580	500/70R24 580
Serviceability				
Refill Capacities				
Cooling System				
Cab	19.3 L (20.4 qt.)		30.0 L (31.7 qt.)	
Canopy	17.4 L (18.4 qt.)		28.2 L (29.8 qt.)	
Rear Axle	18 L (19 qt.)		18 L (19 qt.)	
Engine Oil (including vertical spin-on filter)	10.5 L (11.1 qt.)		13 L (13.7 qt.)	
Torque Converter and Transmission	15.1 L (16 qt.)		15.1 L (16 qt.)	
Fuel Tank (with ground-level fuelling)	128.7 L (34 gal.)		128.7 L (34 gal.)	
Diesel Exhaust Fluid (DEF) Tank	—		13.7 L (3.6 gal.)	
Hydraulic System	126.8 L (33.5 gal.)		126.8 L (33.5 gal.)	
Hydraulic Reservoir	45 L (11.9 gal.)		45 L (11.9 gal.)	
MFWD Housing				
Axle	6.5 L (6.9 qt.)		6.5 L (6.9 qt.)	
Planetary (each)	0.9 L (1 qt.)		0.9 L (1 qt.)	
Operating Weights				
With Full Fuel Tank, 79-kg (175 lb.) Operator, Standard Equipment, and Bumper	6270 kg (13,822 lb.)		6654 kg (14,669 lb.)	
Typical with Cab, Extendable Dipperstick, MFWD, and 204-kg (450 lb.) Counterweight	7095 kg (15,642 lb.)		7311 kg (16,119 lb.)	
Optional Components (weight difference between base equipment and option)				
Cab	263 kg (580 lb.)		263 kg (580 lb.)	
MFWD with Tires	168 kg (370 lb.)		168 kg (370 lb.)	
Extendable Dipperstick	191 kg (420 lb.)		191 kg (420 lb.)	
Front Loader Coupler	257 kg (566 lb.)		257 kg (566 lb.)	
Backhoe Bucket Coupler	59 kg (130 lb.)		59 kg (130 lb.)	

Overall Dimensions		310L EP	310L
A	Ground Clearance, Minimum	318 mm (13 in.)	293 mm (12 in.)
B	Overall Length, Transport	7.24 m (23 ft. 9 in.)	7.24 m (23 ft. 9 in.)
C	Width Over Tires	2.20 m (7 ft. 3 in.)	2.20 m (7 ft. 3 in.)
D	Height to Top of ROPS/Cab	2.81 m (9 ft. 3 in.)	2.81 m (9 ft. 3 in.)
E	Length from Axle to Axle		
	Non-Powered Front Axle	2.16 m (7 ft. 1 in.)	2.16 m (7 ft. 1 in.)
	MFWD Axle	2.19 m (7 ft. 2 in.)	2.19 m (7 ft. 2 in.)



#### Backhoe Dimensions and Performance 310L EP / 310L

Backhoe specifications are with 610-mm x 0.18-m<sup>3</sup> (24 in. x 6.5 cu. ft.) bucket; dipper lift specs are with a boom angle of 65 deg.

Bucket Range	305-762 mm (12-30 in.)
Digging Force	
Bucket Cylinder	48.2 kN (10,844 lb.)
Crowd Cylinder	31.1 kN (6,992 lb.)
Swing Arc	180 deg.
Operator Control	2 levers

	With Standard Backhoe
F Loading Height, Truck Loading Position	3.38 m (11 ft. 1 in.)
G Reach from Center of Swing Pivot	5.42 m (17 ft. 9 in.)
H Reach from Center of Rear Axle	6.49 m (21 ft. 3 in.)
I Digging Depth (SAE maximum)	4.30 m (14 ft. 1 in.)
J Digging Depth (SAE)	
610-mm (2 ft.) Flat Bottom	4.27 m (14 ft. 0 in.)
2440-mm (8 ft.) Flat Bottom	3.93 m (12 ft. 11 in.)
K Stabilizer Width, Transport	2.18 m (7 ft. 2 in.)
L Stabilizer Spread, Operating	3.10 m (10 ft. 2 in.)
M Stabilizer Overall Width, Operating	3.53 m (11 ft. 7 in.)
N Bucket Rotation	190 deg.
O Transport Height	3.39 m (11 ft. 1 in.)

#### With Optional Extendable Dipperstick

	Retracted	Extended
F Loading Height, Truck Loading Position	3.46 m (11 ft. 4 in.)	4.12 m (13 ft. 6 in.)
G Reach from Center of Swing Pivot	5.49 m (18 ft. 0 in.)	6.51 m (21 ft. 4 in.)
H Reach from Center of Rear Axle	6.55 m (21 ft. 6 in.)	7.57 m (24 ft. 10 in.)
I Digging Depth (SAE maximum)	4.38 m (14 ft. 4 in.)	5.43 m (17 ft. 10 in.)
J Digging Depth (SAE)		
610-mm (2 ft.) Flat Bottom	4.34 m (14 ft. 3 in.)	5.40 m (17 ft. 9 in.)
2440-mm (8 ft.) Flat Bottom	4.01 m (13 ft. 2 in.)	5.15 m (16 ft. 11 in.)
K Stabilizer Width, Transport	2.18 m (7 ft. 2 in.)	2.18 m (7 ft. 2 in.)
L Stabilizer Spread, Operating	3.10 m (10 ft. 2 in.)	3.10 m (10 ft. 2 in.)
M Stabilizer Overall Width, Operating	3.53 m (11 ft. 7 in.)	3.53 m (11 ft. 7 in.)
N Bucket Rotation	190 deg.	190 deg.
O Transport Height	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)

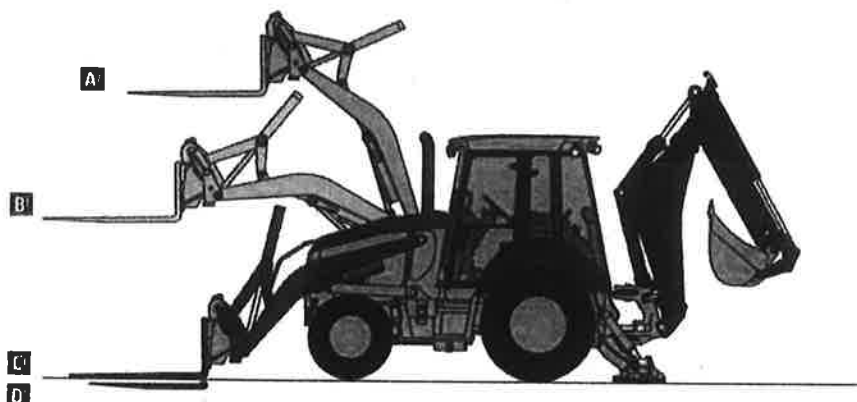


## Loader Dimensions and Performance

	310L EP / 310L			
<b>P</b> Bucket Dump Angle, Maximum	45 deg.			
<b>Q</b> Rollback Angle at Ground Level	40 deg.			
	<i>Heavy-duty</i>			
Bucket Capacity	0.77 m³ (1.00 cu. yd.)	<i>Heavy-duty</i> 0.86 m³ (1.12 cu. yd.)	<i>Heavy-duty long lip</i> 0.96 m³ (1.25 cu. yd.)	<i>Multipurpose</i> 0.96 m³ (1.25 cu. yd.)
Width	2184 mm (86 in.)	2184 mm (86 in.)	2184 mm (86 in.)	2184 mm (86 in.)
Weight	363 kg (800 lb.)	390 kg (860 lb.)	405 kg (892 lb.)	794 kg (1,750 lb.)
Breakout Force	41.6 kN (9,361 lb.)	42.3 kN (9,512 lb.)	40.0 kN (8,983 lb.)	37.0 kN (8,321 lb.)
Lift Capacity, Full Height	2919 kg (6,435 lb.)	2995 kg (6,602 lb.)	2760 kg (6,085 lb.)	2427 kg (5,352 lb.)
<b>R</b> Height to Bucket Hinge Pin, Maximum	3.48 m (11 ft. 5 in.)	3.48 m (11 ft. 5 in.)	3.48 m (11 ft. 5 in.)	3.48 m (11 ft. 5 in.)
<b>S</b> Dump Clearance, Bucket at 45 deg.	2.74 m (9 ft. 0 in.)	2.78 m (9 ft. 1 in.)	2.68 m (8 ft. 9 in.)	2.68 m (8 ft. 9 in.)
<b>T</b> Reach at Full Height, Bucket at 45 deg.	702 mm (27.7 in.)	667 mm (26.3 in.)	793 mm (31.2 in.)	705 mm (27.8 in.)
<b>U</b> Digging Depth Below Ground, Bucket Level	70 mm (2.8 in.)	71 mm (2.8 in.)	51 mm (2.0 in.)	111 mm (4.4 in.)
<b>V</b> Length from Front Axle Centerline to Bucket Cutting Edge	2.02 m (6 ft. 8 in.)	1.97 m (6 ft. 6 in.)	2.12 m (6 ft. 11 in.)	2.10 m (6 ft. 11 in.)

## Lift Capacity with Quick-Coupler Forks

	1219-mm (48 in.) Tines	1524-mm (60 in.) Tines
Hydraulic Capacity		
A <sup>1</sup> Maximum Height	1711 kg (3,772 lb.)	1592 kg (3,510 lb.)
B <sup>1</sup> Maximum Reach	2690 kg (5,931 lb.)	2530 kg (5,578 lb.)
C <sup>1</sup> At Ground Line	3393 kg (7,480 lb.)	3203 kg (7,061 lb.)
D <sup>1</sup> Below Ground Line	185 mm (7.3 in.)	185 mm (7.3 in.)

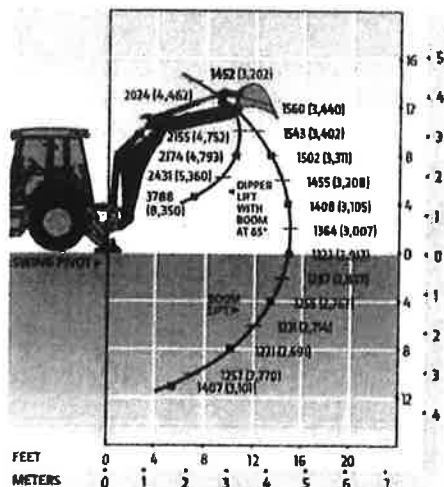


## Lift Capacities

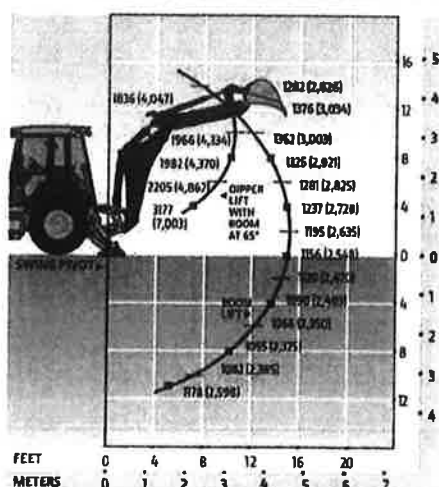
Lift capacities are over-end values in kg (lb.). Figures listed are 100% of the maximum lift force available.

## STANDARD LIFT

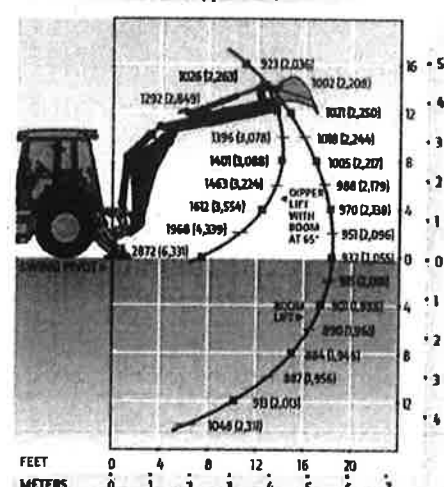
## With Standard Dipperstick



## STANDARD LIFT

With 1.06-m (3 ft. 6 in.)  
Extendable Dipperstick, Retracted

## STANDARD LIFT

With 1.06-m (3 ft. 6 in.)  
Extendable Dipperstick, Extended

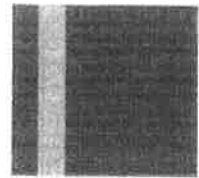
<sup>1</sup>Indicates capacity is stability limited. Lift capacities are over end with stabilizers down and tires tangent to ground.

Peak JCB / Shane Olson

2424 South 5370 West

West Valley City, UT 84120

801-209-1604 altitude.eq@live.com



March 10, 2020

San Juan County Road Department

881 East Center Street

PO Box 188

Monticello, UT 84535

San Juan County Road Department,

Enclosed you will find our bid for a New Backhoe Loader,

To summarize, we confirm that the quoted Backhoe Loader meets all required options outlined in your Request for Quote. Notable options are No DEF or Exhaust After treatment and we have added a mechanical quick hitch to the backhoe arm for this quote.

Warranty terms are enclosed on a separate letter and certificate of warranty

As in the past, Shane Olson or Dennis Watts will transport your backhoe to our shop in Salt Lake City at no charge to you for Warranty or Recall Work during the warranty period.

Bid also includes FOB to San Juan County Road Shop

1049 South Main Street

Blanding, UT 84511

**Our Bid Price is \$81,658.78**

Please call me at 801-209-1604 if you have any questions or concerns

Warm regards,

Peak JCB / Shane Olson





2424 South 5370 West – West Valley City, Utah 84120 - Phone (877) 881-2718 - Fax (801) 303-4026

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To whom it may concern

JCB warranty as defined on the published certificate of warranty. It will only cover warranty repairs done at the dealer's premises. We at Peak JCB as your dealer will Charge for warranty repairs onsite \$127.00 an hour for drive time to and from the job location but will not charge a mileage charge. We will also address each warranty call on an individualized basis and will push any of that cost possible onto the factory and help my customers where permitted.

We appreciate your business

A handwritten signature in black ink, appearing to read "Mike Neilson", written over the printed name.

Mike Neilson  
Parts & Service Director



# JCB Certificate Of Warranty



Subject to the following provisions JCB and the Dealer shall as their sole warranty make good, or cause to be made good by repair or replacement (at JCB's option), free of charge to the buyer at the premises of the Dealer; any defects in JCB's products arising in JCB's opinion, from faulty material or workmanship which shall become apparent within the warranty period (as hereinafter defined).

## I. General

- (a) This warranty applies only when the JCB product is maintained and operated under normal conditions and serviced according to JCB specifications and recommendations. This warranty does not extend to failures, defects or damage subsequently attributed to wear and tear, improper adjustment, neglect, misuse, operation beyond rated or recommended capacity, alterations or specifications, accident, use of lubricants not specified by JCB, or the use of parts or products other than those specified by JCB for required maintenance service or repair

- (b) The buyer must promptly notify the authorized JCB Dealer of any claim under this warranty specifying full particulars of the alleged defect, machine serial number, the hours worked, the date the machine was delivered to the buyer and the date the alleged defect became apparent, and if the authorized JCB Dealer shall so request, the buyer shall return at his cost all defective parts to the authorized JCB Dealer

- (c) This warranty shall cease if:

- (i) The JCB Machine Installation Checklist found in the operators manual shall not have been returned duly completed to the Dealer from whom the applicable JCB Product was purchased, leased or placed unto a capitalized rental fleet within seven (7) days of the delivery of the JCB Product to the buyer

- (ii) Any name or number plates or other identification marks on the JCB Product shall have been removed or defaced

- (d) This warranty does not extend to parts, equipment and attachments not manufactured by JCB, but JCB shall, so far as possible, pass to the Buyer the benefit of any warranty of the manufacturer of such parts, equipment and attachments

- (e) Some states do not allow the exclusion or limitations of limited warranties or consequential damages, so the limitations or exclusions may not apply to you
- This warranty gives you specific legal rights and you may also have other rights that vary from state to state

## 1. Warranty Period

- (a) The warranty period in relation to JCB Products shall be the following for machines wholesaled after January 1st, 2007 and retailed after July 9th, 2007

- (i) Machines (Backhoes, Loadalls, Articulated Dump Trucks, Articulated Loading Shovels, Rough Terrain Fork Lifts and other machines specified in JCB's Machine Price List) will have a two year or 2000 hour standard manufacture warranty.

3 year structural warranty to include Chassis, Boom, Dipper, Undercarriage, Mainframe, Masts, Loader Arms, Boom Base, Beam, Carriages, Kingpost and Carriage. (Access product Structure 5 years)

- (ii) Where, within the warranty period of a JCB Product, defective attachment to be replaced with a new attachment, the warranty with respect to the new attachment shall not exceed the unexpired warranty portion of the warranty period of the original JCB Product

- (iii) Where, within the warranty period of a JCB Product, a defective part to be replaced with a new Part, the warranty with respect to the new Part shall not exceed the unexpired warranty portion of the warranty period of the original JCB Product

- (b) The warranty period shall start:

- (i) On the date of delivery to the first Buyer; or

- (ii) In the case of lease or rental machines at the time when the Dealer first disposes of the JCB Product by way of lease or rental; or

- (iii) In the case of machines previously used as demonstrators, upon initial sale, lease or rental of the machines or upon the reaching of 200 hours of operation, whichever shall occur first

## II Extended Warranty

JCB offers Customers the ability to purchase extended warranty for new JCB Product within the first 12 months (Fastrac only 6 months) of retail. This warranty must be registered by an authorized JCB Dealer via the Assetcare Website. The Customer must retain a copy of the Extended Warranty Certificate for their records and present it to an authorized JCB Dealer at the time of failure within the extended warranty period.

THE EXPRESS WARRANTY HEREIN IS IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, CONDITION OR GUARANTEE BY JCB OR THE DEALER WHETHER STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT FOR THE EXPRESS LIABILITY UNDER THIS EXPRESS WARRANTY NEITHER JCB NOR THE DEALER SHALL HAVE ANY OBLIGATION OR LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER LOSS, DAMAGE OR INJURY RESULTING DIRECTLY OR INDIRECTLY FROM THE SALE, LEASE, RENTAL, OR OTHERWISE USE OF JCB PRODUCTS OR RESULTING FROM ANY DEFECTS IN ANY JCB PRODUCTS.



**PEAK**



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**Product Quotation**

**Prepared For:  
Benny**

**San Juan County  
Monticello UT**



**Prepared By:  
ROD MILLER  
PEAK JCB  
Salt Lake City Utah 84120  
mobile:8016992325**

Image is for indicative purpose only and may not represent exact equipment being quoted



## Standard Equipment

Standard Equipment and Features & Benefits related to this product are subject to change without notice

### SAFETY AND SECURITY

Two Post Roll Over Protective Structure (ROPS), Falling Objects Protective Structure (FOPS) and retractable Seat Belt. Equipped with Independent Park Brake And Loader Service Strut. Rear Boom Lock Activated From Operator's compartment; Boom Swing Lock. Vandalism Protection with Key Lock-Able Cab, Hydraulic Fill, and Fuel Cap. All Locks with the exception of the Diesel Exhaust Fluid (DEF) tank Operate with Ignition Key. Front And Rear Horn Buttons. Automatic backup alarm.

### ENGINE

74 HP Gross, Turbocharged, water-cooled, 4 cylinder, direct injection diesel, Tier 4 Final compliant engine. Hand and foot throttle. Selective full flow pressure engine oil lubricant with spin-on filter cartridge. Air to fluid coolers. Separately serviceable radiator, hydraulic and transmission oil coolers. Two stage fuel filtering system utilizing a water/sediment separator and spin-on type filter element. Dual element air filter, dry type with cleanable outer element, replaceable inner element and under hood pre-cleaner.

### TRANSMISSION

Separate Unit Mounted To Engine Containing Torque Converter And All Transmission Components. Pressure Lubrication with Spin On Filter. Electrically Operated Fwd / Rev Lever On Steering Column. Electrically Operated Transmission. Disconnect On Gear Shift And Loader Levers. Powershift Gear Selection with 4 Fwd / 4 Rev Speeds.

### FRONT AXLE

4WD - Industrial duty JCB Max-Trac torque proportioning, outboard Planetary reduction axle, 4WD shift-on-the-go; steering cylinder located behind front axle.

### REAR AXLE

Separate, rigidly mounted to mainframe and connected to transmission via drive shaft. Heavy duty double reduction, outboard Planetary gear final reduction. Limited slip differential to provide automatic equalization of wheel spin under conditions of unequal footing.

### BRAKES

Sealed wet multiple disc. Brake pedals can be independently operated or locked together. Power assisted, hydraulic brakes. Independent over center actuation, park brake. Transmission shifts to neutral when park brake is activated. 4 wheel braking in 2WD activated by switch.

### STEERING

Hydrostatic power, with priority valve. Three steering wheel turns (lock to lock). Unbraked turning circle - 26 ft 5 in.

### BACKHOE AND MAINFRAME

Unitized, one piece heavy duty mainframe with integral backhoe. Sealed swing post pins and swing cylinder pins, 2 in top and bottom rear frame plates (centermount). Fabricated boom and dipper. SAE maximum dig depth: Extradig dipper - 14 ft 7 in - 18 ft 6 in. Advanced EasyControl backhoe controls. Fabricated stabilizer legs with anti-drift valves.

### LOADER

Equipped with integrally mounted front end loader using two lift cylinderinders and two bucket dump cylinderinders. Parallel lift standard during loader raise and lower functions. Dump height: 9 ft 0 in. Bucket return-to-dig and third spool loader valve standard. Dump reach at full height - 32 in. Auto Smooth Ride System (AutoSRS).



**PEAK**

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## Standard Equipment

### ELECTRICAL SYSTEM

12 volt System with 95 amp Alternator Standard Wiring Harness and Outside Cab Connectors Meet IP69 Standard for Protection Against Ingress Of Dust, And Pressure Spray Of 4.23 gpm At 1450 psi. Inside Cab Connectors Meet IP67 Standard For Protection Against Ingress Of Dust, And Water When Submerged. Single, Maintenance Free Battery Rated At 900 Cold Cranking amps. Four halogen Work Lights In Front And Four Separate Halogen Work Lights In The Rear. Stop Lights, Turn Signals, And Four Way Hazards Standard. Backlit Gauges And Readouts Consisting Of Atachometer, Fuel Gauge, Engine Coolant Temperature Gauge, Digital Hour Meter And Digital Clock. Light And Alarm For Battery Charge Condition, Coolant Temp., Engine Oil Pressure, Transmissionoil Pressure, Transmission Oil Temp., Air Cleaner Restriction, Water In Fuel Indicator, And Park Brake Engaged. Light Indicators For Hazard Flashers On, Turn Signals, Steering Mode, And Lights On. 12 voltoutlet For Powered Accessories. Common Fuses And Relays Located In An Easy Access Panel. Main Circuit Breakers At Battery Positive Terminal For Added Circuit Protection. Battery ISOLator Fitted As Standard.

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### OPERATORS ENVIRONMENT

Suspension seat with adjustments for weight, seat angle, and back angle. Armrests and retractable seat belt standard. Two door entry with deluxe trim. Composite sure grip molded floor, tilt steering column, front windshield with 2 speed plus intermittent wiper and washer, interior rear view mirror, pre-wired for beacon, cup holders, storage compartment. Cab includes door ajar stays, 14 adj. vents, operable side windows, one piece rear window with wiper and washer that acts as a shield during inclement weather, heater with defogger vents, and radio pre-wire with speakers in-cabs. AutoTHROTTLE returns engine speed to pre-set hand throttle position when work is resumed. AutoDRIVE provides cruise control-type characteristics during roading. AutoSTABILIZERS and AutoBOOMLOCK.

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### HYDRAULIC SYSTEM

Open center system, variable displacement piston pump, engine driven, 44 gpm at 3650 psi. Separate oil reservoir not shared with other systems, externally mounted to mainframe for ground level servicing. Abrasion protection of valve to boom hoses. Hoses have burst pressure of 4 times working pressure. Structural steel pipes to withstand minor impacts. Auto Idle reduces engine speed when no hydraulic functions are requested.

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### SERVICEABILITY AND MAINTENANCE

Ground level check for engine and transmission oil, brake fluid, engine coolant, and windshield washer levels. Ground level top off of engine oil, transmission oil, hydraulic fluid, brake fluid, fuel, and engine coolant. Tilt engine hood and lockable front grill. 15 second engine manifold preheat (activated through ignition switch). 42.5 gallon fuel tank. 22 gallon hydraulic tank with 5 micron filter. 500 hour engine oil and filter service interval. 1000 hour transmission oil and 500 hour transmission filter service interval. 2000 hour hydraulic oil and 500 hour hydraulic filter service interval. External Toolbox. AutoCHECK automatically performs daily under hood maintenance checks on 'key on'

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### TELEMATICS

JCB Livelink telematics. Monitored and managed remotely via a PC or Smartphone. Two year subscription. Real time reporting of machine hours, routine maintenance alerts, location, critical health alerts, fuel level/consumption and work cycle information. Ability to set machine geo-fences and curfews for improved security.

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## Features and Benefits

Standard Equipment and Features & Benefits related to this product are subject to change without notice

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JCB EcoMAX 4.4L Turbocharged

No DPF or after treatment keeping servicing cost low and downtime minimal but still providing high levels of torque

Low cost increased efficiency

Fuel efficient JCB engine provides high torque at low revs enabling high a breakout force at the same rate

High performance hydraulics

44 gpm hydraulic pump accomodating variety of attachments and increase cycle times

JCB Efficient Design program

JCB high back-ff brakes and viscous fan increase efficiency and savings

JCB Max-Trac torque proportioning differential axle

Increases tractive effort in all ground conditions

Advanced Easy Controls

JCB's controls provide finger tip control and supreme comfort with various configurations to accomodate all users

Comfort and ease of use

Fully adjustable seat, dash mounted display for machine performance and ISO, SAE and JCB X control patterns change over accomodates all users

Automated features

Auto Idle, Auto Check, Auto Throttle, Auto Boomlock, Auto SmoothRide System, Auto Pre-Heat, Auto Stabilizer-up only make operation easier

Kingpost design

Hoses are strategically routed to prevent pinching and maximize backhoe movement

Front and rear quickhitch

Easy and effortless switching between attachments

Fixed or extending dipper

14 ft dipper decreases time spent repositioning translating into efficiency

Twin hose burst technology

Hose burst check valve keep legs from moving during operation

Safe and secure

Anti-slip steps, laminated front screen, rear boom lock, self leveling loader and stabilizer from dropping in the event of hose failure

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## Features and Benefits

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Optional hand tool circuit

Provides ability to prepare sites

Optional Extradig package

Allows for an additional 4 ft 1 in in dig depth increasing efficiency while decreasing time spent repositioning

Added value through JCB Assetcare

Provides comprehensive peace at mind warranty and service agreements worldwide

Technical support service

Provides instant access to factory expertise, day or night

Parts distribution

Global network of part centers, delivering 95 percent of all parts any where in the world within 24 hrs

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**Prepared For:**  
Benny  
San Juan County  
Monticello UT

**Dealer Information**  
PEAK JCB  
5370 West 2424 South  
Salt Lake City Utah 84120  
phone: 801-363-1963  
www.PeakJCB.com/

**Prepared By:**  
ROD MILLER  
rodm@peakjcb.com  
mobile: 8016992325  
Quote Date: 03/13/20  
Valid Until: 04/08/20  
Quotation Reference: 259205

**Model: 3CX 14LFCM**

**Qty: 1**

Stock Order/Serial No: 2823726

FF/1320 System Generated  
3CX-14 EXT DIPPER, (CM) 74HP (55kW) TIER 4 FINAL ENGINE MANUAL  
CONTROLS, STD LIFT  
3CX-14 74 HP CM 4WD MODEL PACK  
GALAXY INDUSTRIAL (CROSSPLY) 12.5-18-10 & 21L-24-10 MANUAL +  
LSD, 4WD/2WS  
LOW ROOF CAB WITH A/C CLOTH SUSPENSION SEAT, ENGINE BLOCK HEATER  
LOW CAB, LIVELINK, ENGINE BLOCK HEATER  
HAMMER PIPEWORK  
3/8 LOADER PIPEWORK RTD  
ENGLISH TERRITORY PACK  
Q-FIT GENERAL PURPOSE LOADER BUCKET: INCLUDES Q-FIT  
TOOL CARRIER, 92 IN (2350MM), 1.4YD3 (1.1M3) STANDARD DUTY WITH  
BOLT ON CUTTING EDGE  
600mm (24") STANDARD PROFILE WITH TOEPLATE

Equipment Total 81,658.78

Total Customer Sale Price 81,658.78

Notes: Price includes mechanical quick coupler

The above quote supercedes all preceeding price quotes. Prices quoted are valid for 30 days from quote date.

Customer Acceptance: \_\_\_\_\_

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

Dealer: \_\_\_\_\_

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





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**Prepared For:**  
Benny  
San Juan County  
Monticello UT

**Dealer Information**  
PEAK JCB  
5370 West 2424 South  
Salt Lake City Utah 84120  
phone:801-363-1963  
[www.PeakJCB.com/](http://www.PeakJCB.com/)

**Prepared By:**  
ROD MILLER  
[rodm@peakjcb.com](mailto:rodm@peakjcb.com)  
mobile:8016992325  
Quote Date: 03/13/20  
Valid Until: 04/08/20  
Quotation Reference: 259205

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**Model: 3CX 14LCM**

**Qty: 1**

## PROCUREMENT POLICY AND BID-QUOTATION FORM

#1

NAME OF COMPANY

Century EquipmentTelephone # 970-219-9388In Person \_\_\_\_\_ By ☒ Mail XTime 2:52 pm 3/9/20Contact Person Ben Beresford

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

ITEMS QUOTED:

CH-5M Hydraulic HammerPRICE: \$17,500.00

#2

NAME OF COMPANY

Honnen EquipmentTelephone # 970-403-9985In Person \_\_\_\_\_ By ☒ Mail XTime 9:35 am 3/18/20Contact Person Sam Loughman

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

ITEMS QUOTED: 2020 NPK PH-4Hydraulic Hammer forJohn Deere 310 - 3 year limited warrantyPRICE: \$16,575.00

#3

NAME OF COMPANY

Peak JobTelephone # 801-209-1604In Person \_\_\_\_\_ By ☒ Mail XTime 5:00pm 3/18/20Contact Person Shane Olson

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

ITEMS QUOTED: Job HM033TRock Breaker - 3 yearwarranty standardPRICE: \$7,431.00

#4

NAME OF COMPANY

Telephone # \_\_\_\_\_

In Person \_\_\_\_\_ By Mail \_\_\_\_\_

Time \_\_\_\_\_

Contact Person \_\_\_\_\_

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

ITEMS QUOTED: \_\_\_\_\_

PRICE: \_\_\_\_\_

BID CHOSEN AND REASON: Peak Job - Lowest Bid Overall

SIGNED: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

P.O. NUMBER: \_\_\_\_\_

APPROXIMATE DATE OF DELIVERY: \_\_\_\_\_



Alvarado, Monica &lt;malvarado@sanjuancounty.org&gt;

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**Rock Breaker Quote**

1 message

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**Ben Beresford** <ben.beresford@centuryeq.com>

Mon, Mar 9, 2020 at 2:52 PM

To: malvarado &lt;malvarado@sanjuancounty.org&gt;

Cc: Jennifer Hudgpeth &lt;jennifer.hudgpeth@centuryeq.com&gt;

Good Afternoon,

Attached you will find a quote for the rock breaker. If you need any more information please let me know. Thank you

*Ben Beresford**ben.beresford@centuryeq.com**Cell: 970.819.9388**Office: 970.247.0522***San Juan County Hammer.xls**

710K



Phone (801) 262-5761 Fax (801) 262-5780 [www.centuryeq.com](http://www.centuryeq.com)

1350 South 2000 West Springville, UT 84063 Phone (801) 794-1463 Fax (801) 794- 1414	482 North Main Street Cedar City, Utah 84720 Phone (435) 586-4406 Fax (435) 586-2362	2030 Sunset Drive Rock Springs, WY 82901 Phone (307) 382-6570 Fax (307) 382- 6574	1097 Highway 3 Durango, CO 81301 Phone (970) 247-0522 Fax (970) 247- 0721
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453 North 1000 West UT 84321	Logan, Phone (435) 752-1533 Fax (435) 752-5722	549 32 Road CO 81520	Clifton, Phone (970) 434-7363 Fax (970) 434-7367	855 Highway 51 Bypass North Dyersburg, TN 38024 Phone (731) 285-2875 Fax (731) 285-2877	6301 Edith Blvd NE Albuquerque, NM 87107 Phone (505) 433-2246 Fax (505) 433-4414
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Customer's Name		San Juan County Road Department		Deliver To:		Attn: Monica	
Address		881 East Center St		Address			
City or Town		State		Zip Code			
Monticello		UT		84535			
Date	Expected delivery date	Account No.		Invoice No.		Phone Number	
03/09/20	TBD						

QUANTITY	DESCRIPTION OF GOODS			Price
One New	CH-5M Hydraulic Hammer	S/N	TBD	17,500.00
	Assumbled with Mounting bracket, Weighs 868 LBS			
	Contract # MA3377			
<b>* SUBJECT TO CREDIT &amp; MANAGEMENT APPROVAL *</b>				

### TRADE-IN OF EQUIPMENT

	None	S/N		

Century Equipment Co. warrants the above described Equipment only to the extent of the manufacturer's written warranty in effect on date of delivery. No other warranty is expressed or implied except as noted below or signed and attached in writing to this document by Century Equipment Co. makes the following optional warranties: (if none, write none)

		<b>TOTAL AMOUNT</b>		17,500.00
<b>None</b>		<b>DEDUCT TRADE IN</b>		-
		<b>CASH DIFFERENCE</b>		<b>17,500.00</b>
<b><u>Read Reverse Side Before Signing</u></b>		<b>SALES TAX</b>	0.000%	-
		<b>TRADE PAYOFF (if applicable)</b>		-
Signature of Purchaser or Agent	Date	<b>OTHER</b>		-
		<b>TOTAL CASH PRICE</b>		<b>\$ 17,500.00</b>
Signature of Purchaser or Agent	Date	<b>LESS CASH RECEIVED</b>		-
		<b>BALANCE DUE ON DELIVERY</b>		<b>\$ 17,500.00</b>

Date \_\_\_\_\_

Order Accepted By:  
CENTURY EQUIPMENT COMPANY, INC.

Acceptance Signature Gen. Mgr., Sales Mgr., or Controller

Date \_\_\_\_\_



This order is subject to the ability of Century Equipment Co. to obtain such Equipment from the manufacturer and Century Equipment Co. shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond control of Century Equipment Co. The price shown on the front side is subject to any new or increased taxes imposed upon sale of the Equipment after the date of this order.

The balance due on this Order shall be paid in cash at the time of delivery, provided however, that if customer is unable to obtain financing satisfactory to customer, then Century Equipment Co. shall be paid \$ \_\_\_\_\_ for each day the Equipment (described above) is in the possession of customer. The down payment (including any trade-in) may be retained by Century Equipment Co. as security for said payment.

When this order has been signed or otherwise accepted by the purchaser(s) or his agent(s), it implies his complete knowledge and acceptance of the conditions & terms herein stated and implied and becomes a binding agreement only when accepted by an authorized employee of Century Equipment Co.

Any deposits or down payments made, may be retained by Century Equipment Company, Inc. if customer does not accept equipment or perform all other terms of this agreement.

I (we), offer to sell, transfer, and convey the following item(s) at, or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Purchaser warrants, except in the amount set forth as owing, that such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to Century Equipment.



Alvarado, Monica &lt;malvarado@sanjuancounty.org&gt;

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**Rock Breaker Quote**

1 message

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**Sam Loughman** <SamLoughman@honnen.com>  
To: "Alvarado, Monica" <malvarado@sanjuancounty.org>  
Cc: Clark Hawkins <chawkins@sanjuancounty.org>

Wed, Mar 18, 2020 at 9:35 AM

Please see the attached quote for an NPK PH-4 Rock Breaker to mount on a John Deere 310 backhoe. I have included a separate attachment with the machine specification. Please let me know if you have any questions on this quote. Thanks, Sam

**Sam Loughman**

Territory Manager

Honnen Equipment Co.

16 Girard St. Durango, CO 81303


P:970-247-4460 | C:970-403-9985

[samloughman@honnen.com](mailto:samloughman@honnen.com)

Connect with us!



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**2 attachments** **2679\_001.pdf**  
161K **hammer-sales-brochure-lr-12-19.pdf**  
1760K





## **San Juan County Road Department**



### **REQUEST FOR QUOTE**

**Clearly Marked Rock Breaker Quote** proposals will be received either in person, facsimile, email or by mail until 5:00 p.m., March 19, 2020 at:

**San Juan County Road Department  
881 East Center Street  
P.O. Box 188  
Monticello, Utah 84535  
Email: [malvarado@sanjuancounty.org](mailto:malvarado@sanjuancounty.org)  
Fax: (435)587-2771**

**For: New Rock Breaker (1)**

Specifications and terms of the bid are available at the San Juan County Road Office, 881 East Center Street, Monticello, Utah, 84535, Monday through Thursday, 7:00 a.m. to 5:30 p.m. by phone or in person.

**SAN JUAN COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS/QUOTES.**

## **TERMS OF BID AWARD**

1. All bids must meet the attached specifications.
2. All bids must be FOB to Monticello or Blanding yard as indicated in specifications.
3. Bid quotes will be valid for a period of ninety (90) days. Should a price increase occur, it will be the responsibility of the vendor to submit written notice of an increase with the appropriate documentation. San Juan County reserves the right to reject the increase. Should a rejection occur, San Juan County will re-advertise for bids.
4. All items ordered must have a purchase order number.
5. Should a bid item be out-of-stock or need to be special ordered, bidder will notify San Juan County Road Department of expected delivery date. Bidder will be allowed time frame, agreed upon in writing, to receive the item or on some special items a date of delivery may be given, agreed upon in writing.
6. All invoices must be submitted in a timely manner and must have the corresponding purchase order number. A clear signature of a San Juan County representative will either be on the invoice or shipping copy for payment. San Juan County is exempt from sales tax and will not pay penalties and/or interest for invoices not submitted properly for payment.
7. Should a credit occur, San Juan County Road Department will hold the invoice, causing the credit, for payment until a credit memorandum invoice is submitted. San Juan County Road Department does not carry credit balances.

**San Juan County reserves the right to cancel any bid award due to failure to comply with the above guidelines. Should you fail to comply; a "Letter of Notice" will be sent allowing thirty (30) days to correct the problems. If after thirty (30) days satisfaction is not met, you will be notified of bid cancellation.**

**San Juan County Road Department:**

Is currently accepting bids for the purchase of **One (1) NEW Rock Breaker.**

All prices will be **FOB:**

**San Juan County Road Department  
881 East Center Street  
Monticello, Utah 84535**

**Required Options:**

- Compatible with backhoe loader being quoted by your company

- Full specifications are required with each Rock Breaker offered.
- Indicate warranty terms and conditions included with each Rock Breaker. Specify all expenses to be borne by San Juan County for warranty and or recall work required (i.e. travel, per diem or other incidental costs associated with such necessary work).

**Quote Id:** 21421532

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Prepared For:  
**SAN JUAN COUNTY**



Prepared By: **SAM LOUGHMAN**

Honnen Equipment Co.  
16 Girard Street  
Durango, CO 81303

Tel: 970-247-4460  
Fax: 970-247-4463  
Email: [samloughman@honnen.com](mailto:samloughman@honnen.com)

Date: 17 March 2020

Offer Expires: 30 April 2020

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*Confidential*

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**Quote Summary****Prepared For:**

SAN JUAN COUNTY  
881 E Center Street  
Po Box 188  
Monticello, UT 84535  
Business: 435-587-3230

**Prepared By:**

SAM LOUGHMAN  
Honnen Equipment Co.  
16 Girard Street  
Durango, CO 81303  
Phone: 970-247-4460  
samloughman@honnen.com

**Quote Id:** 21421532**Created On:** 17 March 2020**Last Modified On:** 18 March 2020**Expiration Date:** 30 April 2020

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**Equipment Summary**

2020 NPK PH-4

**Selling Price**

\$ 16,575.00 X

**Qty**

1

=

**Extended**

\$ 16,575.00

---

**Equipment Total****\$ 16,575.00**

---

**Quote Summary**

Equipment Total

\$ 16,575.00

SubTotal

\$ 16,575.00

Total

\$ 16,575.00

**Balance Due****\$ 16,575.00**

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**Salesperson : X** \_\_\_\_\_**Accepted By : X** \_\_\_\_\_

# Selling Equipment

**Quote Id:** 21421532**Customer:** SAN JUAN COUNTY**2020 NPK PH-4****Hours:** 0**Stock Number:**

<b>Code</b>	<b>Description</b>	<b>Qty</b>
PH-4	Hydraulic Hammer for John Deere 310	1

# **Hydraulic Hammers**



*Hardest Hitting, Most Productive  
Hammer in the Industry*

*Extensive Line with Models Ideal  
for Any Application*

*Industry's Most Comprehensive  
Field Service Corps*

*Extensive Parts Distribution  
System*

*Network of Over 350  
Distributor Outlets*

*All Models Backed by Our  
3 Year Limited Warranty*

***NPK ATTACHMENTS...designed, built and backed by NPK.***





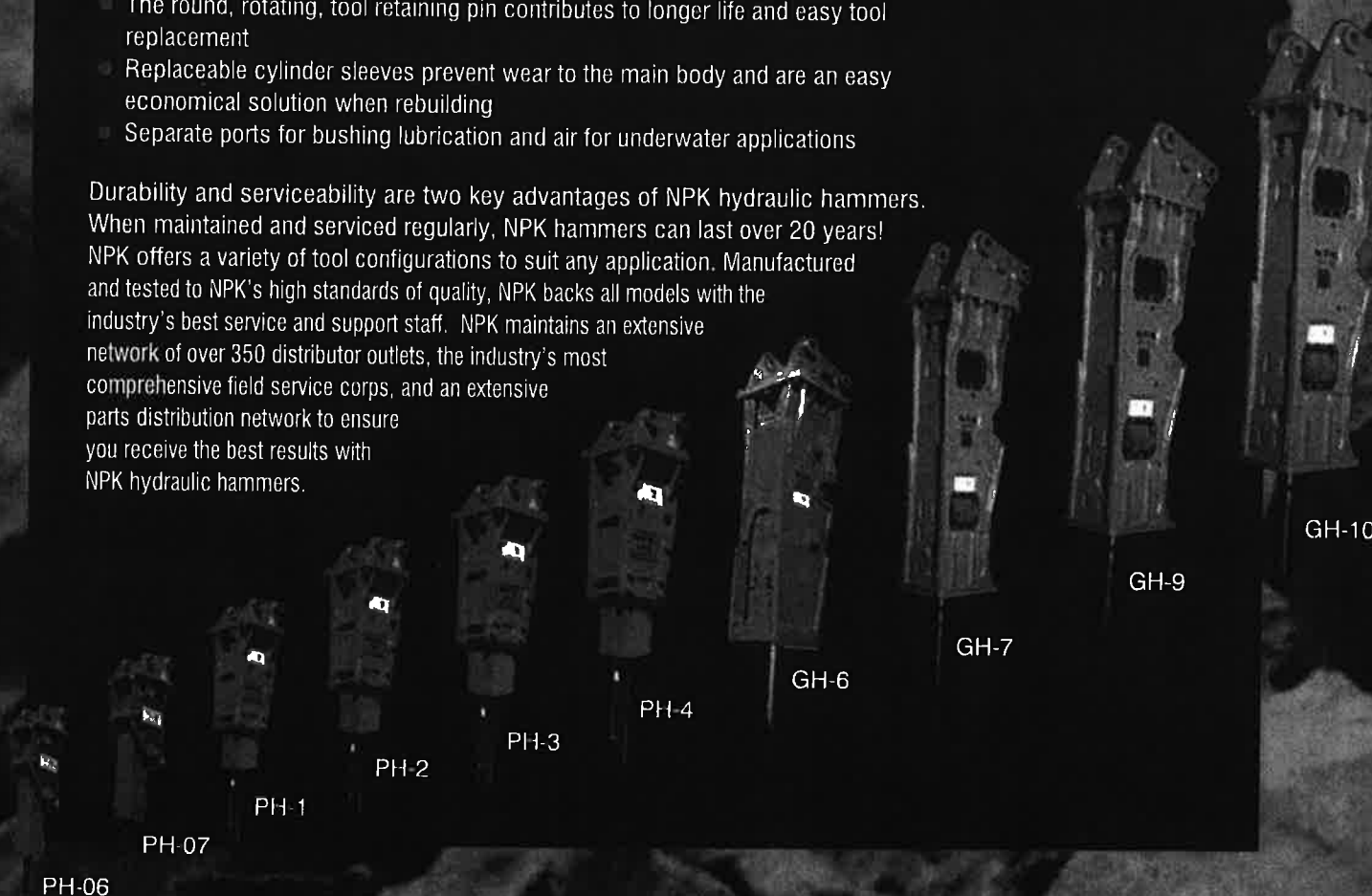
# ***Service, Parts and the Best Dealer Network***

**Hammers for an assortment of carriers:  
mini-excavators, skid steers, backhoes,  
loaders, and full size excavators**

Whether it be for the smallest, most nimble of carriers to the largest of excavators, NPK maintains its commitment to incorporate the latest technological innovations into our entire hydraulic hammer product line. Utilizing state of the art computer modeling, NPK has designed a lighter weight hammer that delivers high impact energy and improves carrier balance.

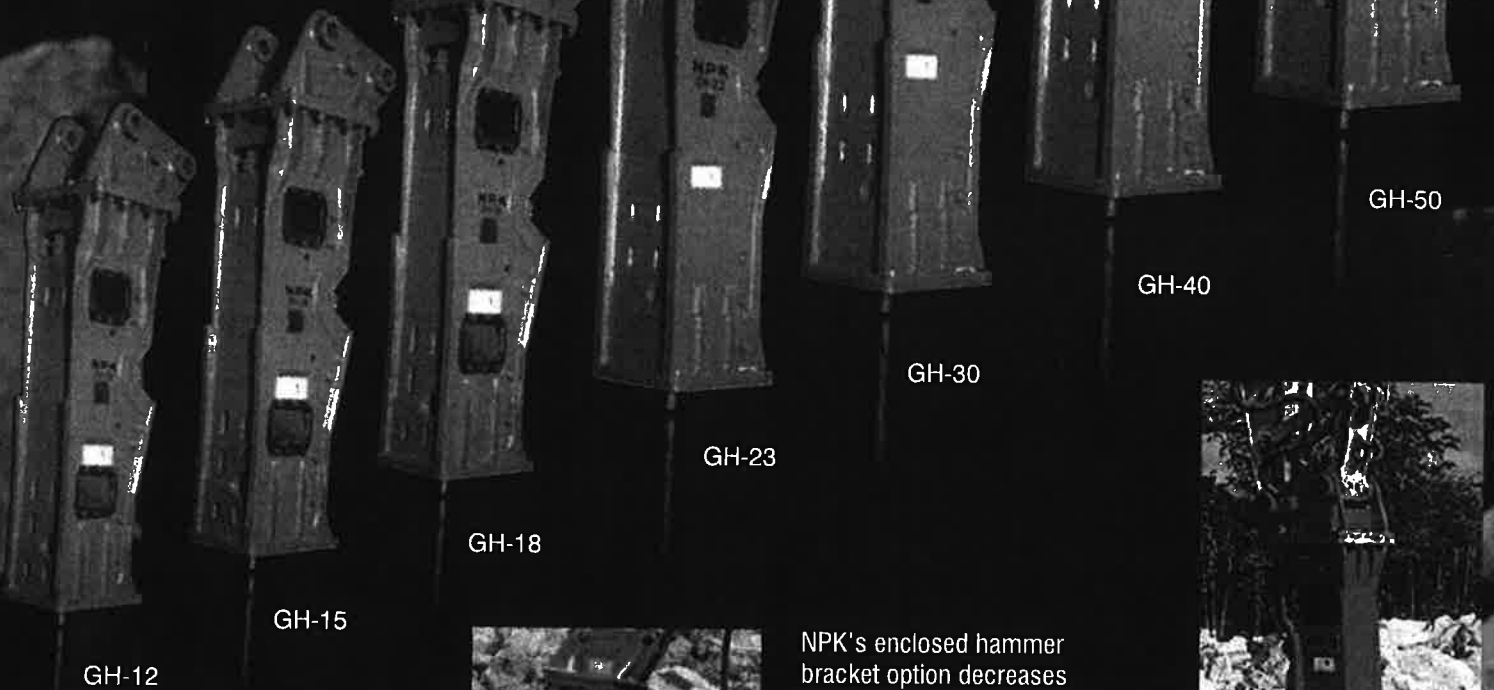
- Gas powered piston creates more impact per blow than any hammer in the industry
- Eliminates bladder type accumulators that are prone to sudden failure & costly maintenance
- Only two moving parts means increased productivity and reliability
- Anti-blank firing (ABF) system prevents hammers from firing if the chisel is not loaded, minimizing wear. The result is safer, more efficient operations & longer hammer life.
- The round, rotating, tool retaining pin contributes to longer life and easy tool replacement
- Replaceable cylinder sleeves prevent wear to the main body and are an easy economical solution when rebuilding
- Separate ports for bushing lubrication and air for underwater applications

Durability and serviceability are two key advantages of NPK hydraulic hammers. When maintained and serviced regularly, NPK hammers can last over 20 years! NPK offers a variety of tool configurations to suit any application. Manufactured and tested to NPK's high standards of quality, NPK backs all models with the industry's best service and support staff. NPK maintains an extensive network of over 350 distributor outlets, the industry's most comprehensive field service corps, and an extensive parts distribution network to ensure you receive the best results with NPK hydraulic hammers.



## ***Durability, Productivity and Rebuildability***

# *The Right Hammer for Every Job!*



Hammer mounted automatic lubrication systems are an optional add-on for models ranging from PH-3 to GH-40. This type of auto-lube is ideal for hammers being used by multiple machines. For dedicated hammer carriers NPK offers a carrier mounted auto-lube system.



NPK's enclosed hammer bracket option decreases operating noise beyond standard low noise brackets. Additionally, the enclosed hammer bracket is much narrower than our standard hammer bracket and may be preferred in some trenching applications.



## **Full serviceability of the industry's easiest, lowest cost, body-rebuild system**

Hammers aren't meant to have an easy life and occasionally need to be rebuilt. An NPK hammer body can be re-sleeved for approximately 1/3rd the cost of competing brands when the body becomes worn or damaged. A typical hammer body can cost as much as 70% the cost of a new hammer so when you buy an NPK hammer you can expect an excellent return on your investment.

# A better design that combines

**EFFICIENCY • RELIABILITY • SERVICEABILITY**

## Small Hammer Lineup – PH Series

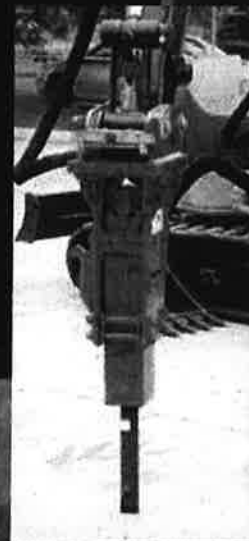
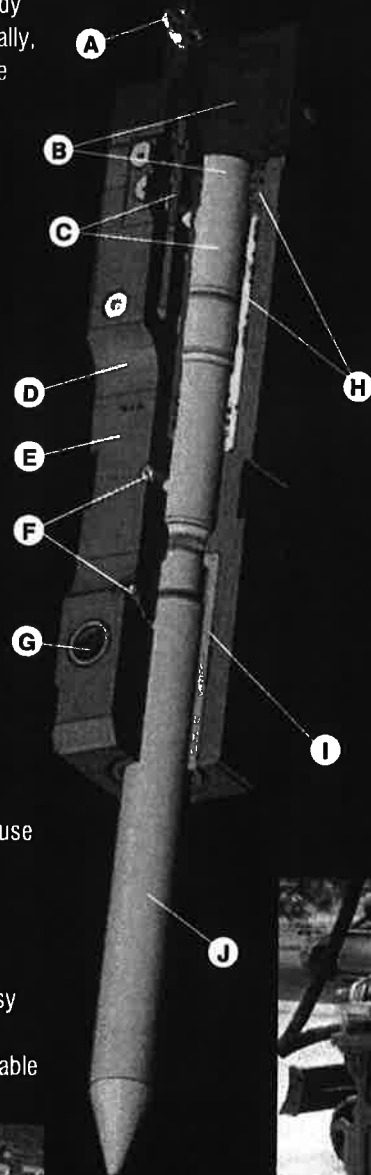
NPK's newest line of small hammers, the PH series, is designed with over 45% fewer total parts than all previous NPK small hammer lines. Decreasing the number of components causes repair time, and therefore downtime, to be significantly reduced. The improved design starts with a fully sleeved one-piece hammer body, eliminating tie rods that were once necessary for fastening body components together. The restructured valve system is smaller, internal, and highly efficient. Replaceable sleeves ensure the hammer body doesn't undergo the wear and tear caused by repetitive firing of the piston. Additionally, the PH series "slip fit" style tool bushings are held in place by the retaining pin in the same manner as the tool. Because of this feature, bushings are quickly and easily replaced, even in the field, eliminating downtime due to tool bushing replacement. The PH series hammers are also equipped with our anti-blank firing feature providing longer component life.

PH Series hammers are available with either the standard hammer bracket or an optional enclosed bracket. This enclosed bracket design decreases operating noise and can be readily equipped with an optional water-ready dust suppression kit. Just connect to existing water supply.



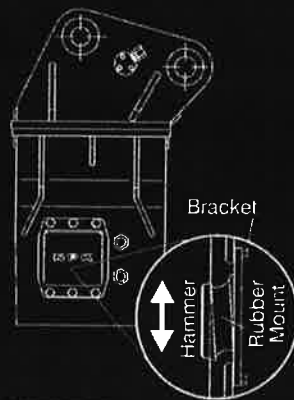
### PH-Series Hammers

- A. Gas charge valve
- B. Unique gas-charged piston maximizes hammer efficiency
- C. Simple, two-moving-parts design for reliability
- D. Anti-blank fire feature for long hammer life
- E. One-piece hammer body without tie rods
- F. Ports for automatic bushing lubrication and air for underwater use
- G. Quick-change tool system with single round retainer pin
- H. Replaceable cylinder sleeves for easy, economical rebuild
- I. Slip fit tool bushings for quick, easy replacement
- J. Variety of tool configurations available



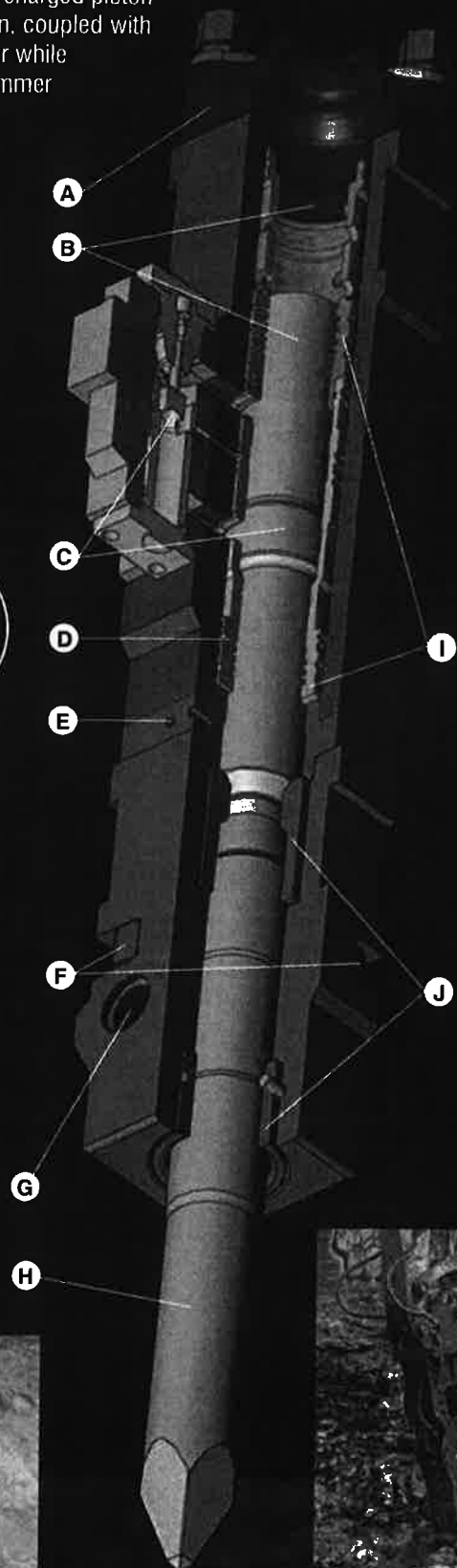
## Medium to Large Hammer Lineup – GH Series

NPK's GH series hydraulic hammers feature our direct acting gas-charged piston creating maximum impact per blow. Our long stroke piston design, coupled with our shock absorbing rubber mounts, reduces recoil to the operator while increasing the life of the carrier. NPK's ABF feature allows the hammer to fire only when pressure is applied to the tool, increasing component life. These rugged hammers are capable of high production rates in all forms of concrete as well as both medium and hard rock. The simplicity of our hammer design is not limited to the main components. The standard bracket style makes servicing your NPK hammer simple. While lying horizontally, the hammer body can be removed without having to remove the top bracket.



### GH-Series Hammers

- A. Excellent power-to-weight ratio
- B. Unique gas-charged piston maximizes hammer efficiency
- C. Simple, two-moving-parts design for reliability
- D. Anti-blank fire feature for long hammer life
- E. Ports for automatic bushing lubrication and air for underwater use
- F. Bottom tie rod nuts for easier serviceability
- G. Quick-change tool system with single round retainer pin
- H. Variety of tool configurations available
- I. Replaceable cylinder sleeves for easy, economical rebuild
- J. Upper and lower replaceable tool bushings





# Standard & Specialty Tools



## **Chisel (FX) or (FY)**

Controlled breakage of concrete, layered sedimentary rock (trenching, breaking oversize), general demolition

## **Blunt Tool (E)**

Concrete slab, bridge decking, breaking oversize, slag removal

## **Moil Point (P)**

Soft material, breaking concrete structures - columns, etc., highway construction, general demolition

## **Core Tool (PC)**

Carbide steel core minimizes wear and breakage. Hard rock, general demolition. For GH-6 and larger

## **Asphalt Cutter Tool**

## **Frost Cutter Tool**

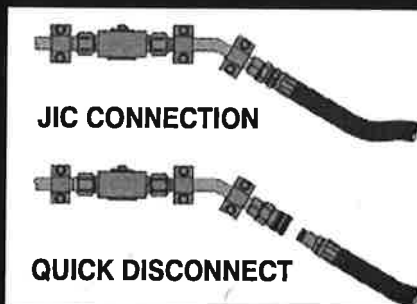
## **Adapter Tool**

## **Tamper Plate**

## **Post/Pipe Driver**

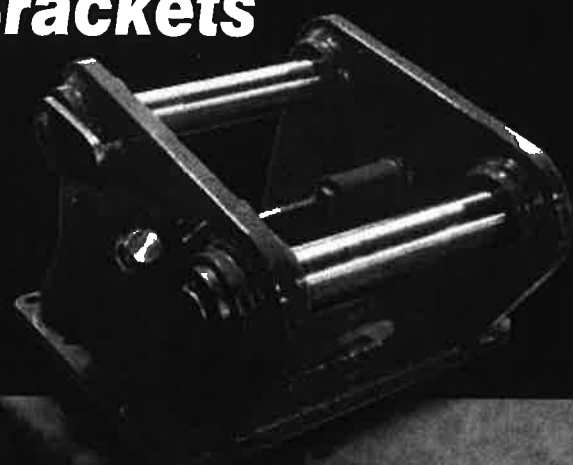
## Quick Disconnects

NPK Quick Disconnects make hooking up your NPK C&D attachment a breeze! Quick disconnects are not only compatible with hammers, they can also be used with compactors, crushers, processors and more! With the addition of a quick disconnect package to each unit, you can easily swap out multiple NPK attachments onto a single carrier. When the disconnect is assembled and the female coupling nut is tightened the internal poppets are held rigid. Rapid pulsations or flow changes do not move internal parts, typically the source of deterioration in conventional designs. These internal poppets are guided by a long spool section, rather than the usual flimsy supports of lock rings and poppet guides. Also missing are any ball bearings, commonly the cause of failure in high pulsation environments. The generous flow path allows for very low pressure drops, which is revolutionary in coupling design.



## Dedicated Mounting Brackets

- **Bracket weldment that conforms to the exact dimensional hook-up of your carrier**
  - Mini excavators
  - Skid steers
  - Backhoes
  - Wheel loaders
  - Full size excavators
- **Whip hoses included**
- **Mounting pins available**



# Hammer Mounted Auto Lubes

- Increase Hammer Versatility
- Reduce Maintenance Cost
- Greater Productivity
- Hydraulically Driven, Automatically Providing a Continuous Supply of Grease while Hammer is Running
- Reliable Even in Low Temperatures
- Suitable for Special Lubricants Including Copper Based Pastes
- All NPK Auto Lube Systems Include Mounting Hardware and Adapter Fittings
- Various Cartridge Adapters Available for Conforming to Different Size Grease Tubes
- Cartridge Refill Adapter Provided with Pump for Refilling Grease Tubes

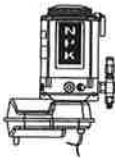
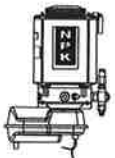
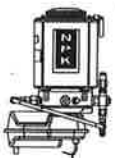
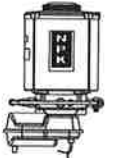
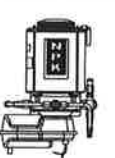



G015: Compatible with PH-3, PH-4, GH-6



G025: Compatible with GH-7, GH-9, GH-10, GH-12, GH-15, GH-18, GH-23, GH-30, GH-40

# Carrier Mounted Auto Lubes

	G-075/G-075L	G-100/G-100L	G-150/G-150L	G-153/G-153L	G-175/G-175L	G-186/G-186L
						
<b>Reservoir Capacity</b>	4.4 lbs.	8.8 lbs.	8.8 lbs.	17.6 lbs.	8.8 lbs.	17.6 lbs.
<b>Maximum Output/Hr</b>	1/2 lb.	1/2 lb.	1 lb.	1 1/2 lbs.	1 1/2 lbs.	1 1/2 lbs.
<b>Models</b>	PH-3, PH-4	GH-6, GH-7, GH-9	GH-10, GH-12, GH-15, GH-18, GH-23	GH-30, GH-40, GH-50		

L Models come with a low level switch that activates a warning light and buzzer in the cab, and can be wired (on solenoid energized circuits) to shut off hammer when insufficient grease levels are detected.

It is imperative that special lubricants be used in your NPK hammer to protect the main components. NPK grease products contain additives that resist extreme pressures and heat. Our specially formulated moly based grease and chisel paste are available through your local NPK dealer. NPK lubricants are offered in 14oz. cartridges, 35lb. pails, 120lb. kegs, 400lb. drums, or refillable cartridges for hammer mounted auto lube systems.



## Dust Suppression

Available on PH-1, PH-2, PH-3, PH-4 with enclosed bracket

- Water Spray Nozzle Integrated into Bracket
- Wide Spray Angle for Maximum Coverage
- Easy Access for Serviceability
- Ready to be Connected to Water Supply

NPK's water-ready hammers help to make working environments safer and to meet OSHA silica dust reduction regulations.



# HYDRAULIC HAMMERS

The right model for every machine

NPK Model	Specifications							
	Impact Energy Class* ft lbs	Impact Frequency bpm	Recommended Carrier Weight tons	Oil Flow gpm (lpm)	Operating Pressure psi (bar)	Working Weight lb (kg)	Tool Diameter in (mm)	Tool Working Length in (mm)
<b>PH-06</b>	<b>150</b>	480-1200	1.2-2.2	4-9 (15-35)	2,030 (140)	220 (100)	1.7 (42)	11.8 (300)
<b>PH-07</b>	<b>200</b>	450-1300	1.5-2.75	4-12 (15-45)	2,465 (170)	275 (125)	1.9 (47)	12.4 (316)
<b>PH-1</b>	<b>350</b>	550-1100	2-3.5	7-15 (25-55)	2,465 (170)	500 (225)	2.2 (57)	14 (356)
<b>PH-2</b>	<b>500</b>	500-1200	3-5.5	7-16 (25-60)	2,465 (170)	610 (275)	2.6 (66)	15.1 (384)
<b>PH-3</b>	<b>750</b>	500-1150	4-8	12-26 (45-100)	2,465 (170)	990 (450)	3.0 (76)	16.5 (419)
<b>PH-4</b>	<b>1,300</b>	400-1000	6-9	13-32 (50-120)	2,465 (170)	1,235 (560)	3.4 (86)	18.5 (469)
<b>GH-6</b>	<b>2,000</b>	500-800	11-15.5	24-40 (90-150)	2,400 (165)	2,500 (1,135)	4.2 (106)	19.7 (500)
<b>GH-7</b>	<b>2,500</b>	400-750	14-21	26-48 (100-180)	2,600 (180)	2,730 (1,240)	4.6 (116)	23 (583)
<b>GH-9</b>	<b>3,000</b>	500-670	20-28	40-53 (150-200)	2,600 (180)	3,420 (1,550)	5.0 (126)	23.9 (608)
<b>GH-10</b>	<b>4,000</b>	400-550	23-33	44-55 (165-210)	2,600 (180)	4,690 (2,125)	5.4 (136)	24.4 (620)
<b>GH-12</b>	<b>5,500</b>	380-480	28-43	45-58 (170-220)	2,650 (183)	6,135 (2,785)	5.7 (146)	25.6 (650)
<b>GH-15</b>	<b>8,000</b>	320-400	33-50	53-66 (200-250)	2,600 (180)	7,300 (3,310)	6.1 (156)	27.2 (690)
<b>GH-18</b>	<b>12,000</b>	300-400	35-57	58-77 (220-290)	2,500 (172)	8,470 (3,840)	6.5 (165)	29.1 (740)
<b>GH-23</b>	<b>13,500</b>	300-400	50-75	66-85 (250-320)	2,600 (180)	13,295 (6,030)	6.9 (174)	34.6 (880)
<b>GH-30</b>	<b>15,000</b>	310-390	50-93	74-92 (280-350)	2,600 (180)	15,665 (7,105)	7.2 (184)	32 (813)
<b>GH-40</b>	<b>17,000</b>	240-330	80-130	79-106 (300-400)	2,600 (180)	18,850 (8,550)	8.0 (204)	35.4 (899)
<b>GH-50</b>	<b>20,000</b>	210-280	120+	92-119 (350-450)	2,600 (180)	25,070 (11,370)	8.4 (214)	39.7 (1008)

\* "Impact Energy Class" is a marketing rating and does not relate to measured impact energy. Working weights include tool and mounting bracket. Weights may vary depending on bracket configurations. Specifications subject to change without notice.

**NPK...All the Right Attachments!** With innovation throughout construction's most extensive line.



Compactor/Drivers



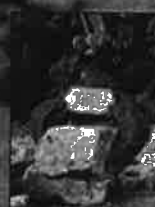
Concrete Crushers



Material Processors



Demolition Shears



Demolition Grabs



Sheet Pile Drivers



Pedestal Breaker Systems



**NPK Construction Equipment, Inc.**  
7550 Independence Drive  
Walton Hills, OH 44146-5541  
Phone (440) 232-7900  
Toll-free (800) 225-4379  
Fax (440) 232-4382  
Internet: [www.npkce.com](http://www.npkce.com)

Sold and Serviced by:

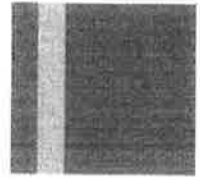
Each product sold by NPK is subject to an express written warranty. NPK makes no other warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose. NPK is not liable for any incidental or consequential damages.

Peak JCB / Shane Olson

2424 South 5370 West

West Valley City, UT 84120

801-209-1604 altitude.eq@live.com



March 10, 2020

San Juan County Road Department

881 East Center Street

PO Box 188

Monticello, UT 84535

San Juan County Road Department,

Enclosed you will find our bid for a New Rock Breaker,

To summarize, The Rock Breaker we are quoting is a JCB HM033T. We confirm that the quoted Rock Breaker is compatible with the corresponding Backhoe Loader we have quoted to San Juan County. Rock Breaker Specifications are included on a separate sheet.

Warranty terms are enclosed on a separate letter and certificate of warranty. Specific to the Rock Breaker the warranty is 3 years.

As in the past, Shane Olson or Dennis Watts will transport your Rock Breaker to our shop in Salt Lake City at no charge to you for Warranty or Recall Work during the warranty period.

Bid also includes FOB to San Juan County Road Shop

881 East Center Street

Monticello, UT 84535

**Our Bid Price is \$7,431.00**

Please call me at 801-209-1604 if you have any questions or concerns

Warm regards,

Peak JCB / Shane Olson







# SALES FLASH

CONFIDENTIAL TO JCB PERSONNEL

This communication and the information within is intended for the recipient only, for information purposes, is confidential and may not be communicated to any third party. Whilst the information is believed to be correct, no guarantee is given by JCB as to its accuracy and its use may not be attributed to JCB.

Breaker Model	HM012T	HM018T	HM026T	HM033T	HM054T	HM080T	HM090T	HM120T	HM160T	HM180T	HM200T	HM270T	HM380T
JCB Machine  * Breakers are	8008-8018 CTS	8020-8035CTS, 1CX	8040-8050 CTS 48Z, 1, 57C-1, 135-225 SSL, 2CX, 3CX Compact	3CX, 4CX, 5CX, 8060-8080 CTS 65-R1 - 100C-1, JS81, 260-330 SSL, Hydradig	65-R-100C-1, JS81, 3CX, 4CX, 5CX, Hydradig	JS115-JS145, JS145W	JS115-JS190, JS145W-JS175W	JS160-JS235, JS145W-JS200W	JS200-JS260, JS200W	JS200-JS260, JS200W	JS240-JS330	JS290-JS460	JS460-JS500
carrier weight* (tonnes)	0.5-2	1.5-4	3-6.5	4.5-8	6-10	8-12.5	10-15	12-18	18-24	20-26	24-30	28-42	40-60
operating weight (kg)	80	187	260	330	545	800	900	1150	1580	1800	2000	2700	3800
Blow rate- long stroke (bpm)	300-1400	300-1500	350-1300	380-1100	350-700	350-600	350-550	320-550	320-480	340-450	270-400	230-400	230-330
Blow rate- short stroke (bpm)	-	-	-	-	490-1100	600-900	600-900	400-700	400-600	420-550	330-500	270-470	270-500
Tool diameter (mm)	40	57	70	75	90	95	105	115	135	135	145	150	175
Oil flow (l/min)	12-25	23-70	35-70	40-110	50-100	75-120	68-119	100-150	120-170	120-190	150-210	200-260	240-320
Pressure (bar)	90-120	90-120	110-165	120-165	140-170	140-180	140-190	160-190	160-190	160-190	160-190	160-190	160-190
Impact energy ** (J)	300	560	1072	1393	2282	3060	4110	4387	6135	6797	8455	11305	22469
Auto grease	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y
Blank fire	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y
Noise level (Dba)	110	110	116	120	116	119	124	121	124	124	124	124	124

universal and can be fitted on machines within the listed carrier weight  
 \*\* The impact energy figures are based on a calculation and may not be an accurate indication

## Warranty

- 3 years warranty available on both the Professional and Contractor range as standard
- Warranty terms and conditions include the use of genuine JCB wear parts and regular servicing in line with the instructions given in the operator manual
- 12 months included on all wear parts- hoses, tools, piston seals, retainer pins etc
- All major components covered are-
  - Low pressure accumulator
  - High pressure accumulator with cover and body
  - Hanger bracket
  - Top head cylinder and bottom head
  - Piston
  - Valve housing and valve cap
  - Seals (apart from piston seals- 12 months)
  - Tie rods
  - Power-cell box housing
  - Automatic greasing system



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## The Contractor Range Product Attributes:

- The entire range follows one **simple scaled design** so you only need to train service staff in one set of maintenance procedures, no matter what fleet is being operated
- **Fully approved** for our machinery, compliant with the Machinery Directive and CE marked as appropriate.
- **Sound supression** brackets and devices on all boxed versions are applied for protection- ideal for urban applications.
- **Simple servicing**- no need to strip breakers down.
- All breakers come with a **gas charging kit** ensuring operators have everything they need to gas the breaker. Non gas kit option on the HM033T.



# JCB Certificate Of Warranty



Subject to the following provisions JCB and the Dealer shall as their sole warranty make good, or cause to be made good by repair or replacement (at JCB's option), free of charge to the buyer at the premises of the Dealer; any defects in JCB's products arising in JCB's opinion, from faulty material or workmanship which shall become apparent within the warranty period (as hereinafter defined).

## I. General

- (a) This warranty applies only when the JCB product is maintained and operated under normal conditions and serviced according to JCB specifications and recommendations. This warranty does not extend to failures, defects or damage subsequently attributed to wear and tear, improper adjustment, neglect, misuse, operation beyond rated or recommended capacity, alterations or specifications, accident, use of lubricants not specified by JCB, or the use of parts or products other than those specified by JCB for required maintenance service or repair

- (b) The buyer must promptly notify the authorized JCB Dealer of any claim under this warranty specifying full particulars of the alleged defect, machine serial number, the hours worked, the date the machine was delivered to the buyer and the date the alleged defect became apparent, and if the authorized JCB Dealer shall so request, the buyer shall return at his cost all defective parts to the authorized JCB Dealer

- (c) This warranty shall cease if:

- (i) The JCB Machine Installation Checklist found in the operators manual shall not have been returned duly completed to the Dealer from whom the applicable JCB Product was purchased, leased or placed unto a capitalized rental fleet within seven (7) days of the delivery of the JCB Product to the buyer

- (ii) Any name or number plates or other identification marks on the JCB Product shall have been removed or defaced

- (d) This warranty does not extend to parts, equipment and attachments not manufactured by JCB, but JCB shall, so far as possible, pass to the Buyer the benefit of any warranty of the manufacturer of such parts, equipment and attachments
- (e) Some states do not allow the exclusion or limitations of limited warranties or consequential damages, so the limitations or exclusions may not apply to you.

This warranty gives you specific legal rights and you may also have other rights that vary from state to state

## i. Warranty Period

- (a) The warranty period in relation to JCB Products shall be the following for machines wholesaled after January 1st, 2007 and retailed after July 9th, 2007

- (i) Machines (Backhoes, Loadalls, Articulated Dump Trucks, Articulated Loading Shovels, Rough Terrain Fork Lifts and other machines specified in JCB's Machine Price List) will have a two year or 2000 hour standard manufacture warranty.

3 year structural warranty to include Chassis, Boom, Dipper, Undercarriage, Mainframe, Masts, Loader Arms, Boom Base, Beam, Carriages, Kingpost and Carriage. (Access product Structure 5 years)

- (ii) Where, within the warranty period of a JCB Product, defective attachment to be replaced with a new attachment, the warranty with respect to the new attachment shall not exceed the unexpired warranty portion of the warranty period of the original JCB Product

- (iii) Where, within the warranty period of a JCB Product, a defective part to be replaced with a new Part, the warranty with respect to the new Part shall not exceed the unexpired warranty portion of the warranty period of the original JCB Product

- (b) The warranty period shall start:

- (i) On the date of delivery to the first Buyer; or

- (ii) In the case of lease or rental machines at the time when the Dealer first disposes of the JCB Product by way of lease or rental; or

- (iii) In the case of machines previously used as demonstrators, upon initial sale, lease or rental of the machines or upon the reaching of 200 hours of operation, whichever shall occur first

## II Extended Warranty

JCB offers Customers the ability to purchase extended warranty for new JCB Product within the first 12 months (Fastrac only 6 months) of retail. This warranty must be registered by an authorized JCB Dealer via the Assetcare Website. The Customer must retain a copy of the Extended Warranty Certificate for their records and present it to an authorized JCB Dealer at the time of failure within the extended warranty period.

THE EXPRESS WARRANTY HEREIN IS IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, CONDITION OR GUARANTEE BY JCB OR THE DEALER WHETHER STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT FOR THE EXPRESS LIABILITY UNDER THIS EXPRESS WARRANTY NEITHER JCB NOR THE DEALER SHALL HAVE ANY OBLIGATION OR LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER LOSS, DAMAGE OR INJURY RESULTING DIRECTLY OR INDIRECTLY FROM THE SALE, LEASE, RENTAL, OR OTHERWISE USE OF JCB PRODUCTS OR RESULTING FROM ANY DEFECTS IN ANY JCB PRODUCTS.

# SAN JUAN COUNTY ROAD DEPARTMENT

## PROCUREMENT AND BID FORM

#1	#2	#3	#4	#5
NAME OF COMPANY	NAME OF COMPANY	NAME OF COMPANY	NAME OF COMPANY	NAME OF COMPANY
<b>CATE Equipment</b>	<b>CATE Equipment</b>	<b>Power Motor Corporation</b>	<b>Wheeler CAT</b>	<b>Century Equipment</b>
Telephone #: (801)973-2900	Telephone #: (801)973-2900	Telephone #: (970)406-2157	Telephone #: (801)232-5820	Telephone #: (970)819-9388
Contact Person: Greg Ruther	Contact Person: Greg Ruther	Contact Person: Larry Gaugh	Contact Person: Cody Rhoades	Contact Person: Ben Beresford
<b>ITEMS QUOTED:</b> Dynapac CA5000D Single Smooth Drum Compactor w/Elliott Grid Bolt on Shell Kit	<b>ITEMS QUOTED:</b> Dynapac CA4600D Single Smooth Drum Compactor w/Elliott Grid Bolt on Shell Kit	<b>ITEMS QUOTED:</b> Sakai SV544 Single Drum Soils Compactor	<b>ITEMS QUOTED:</b> CS56B Soil Compactor Optional Variable Frequency Range w/Grid Shell Attachment	<b>ITEMS QUOTED:</b> Case SV216D T4 Final Single Drum Vibratory Compactor w/Standard Pad Foot Kit & Craig Mfg. Grid Shell Kit
<b>PRICES:</b> Compactor: \$213,530.00	<b>PRICES:</b> Compactor: \$178,580.00	<b>PRICES:</b> Compactor: \$151,861.00	<b>PRICES:</b> Compactor: \$152,000.00	<b>PRICES:</b> Compactor w/Attachment:
Elliott Grid: \$27,350.00	Elliott Grid: \$27,350.00	Grid Attachment: Not quoted	Grid Attachment: \$28,580.00	\$178,600.00
FOB Salt Lake City	FOB Salt Lake City	FOB Monticello	Optional Variable Freq: \$3,430	
<b>Total: \$240,880.00</b> plus freight	<b>Total: \$205,930.00</b> plus freight	<b>Total: \$151,861.00</b> No attachment quoted	<b>Total: \$184,010.00</b> plus freight \$1,630.00	<b>Total: \$178,600.00</b> plus freight \$600.00

Bid Chosen and Reason:

APPROVED:

Department:

DATE:

P.O. Number:

Approximate Date of Delivery:

## PROCUREMENT AND BID FORM

#1 NAME OF COMPANY	#2 NAME OF COMPANY	#3 NAME OF COMPANY	#4 NAME OF COMPANY	#5 NAME OF COMPANY
Holland Equipment				
Telephone # : (801)898-9367	Telephone # :	Telephone # :	Telephone # :	Telephone # :
Contact Person: Jamie Earl	Contact Person:	Contact Person:	Contact Person:	Contact Person:
ITEMS QUOTED: Dynapac CA2500D Smooth Drum Compactor w/Pad Foot Shell Kit or Elliot Grid Attachment	ITEMS QUOTED:	ITEMS QUOTED:	ITEMS QUOTED:	ITEMS QUOTED:
PRICES: Compactor: \$124,872.00	PRICES:	PRICES:	PRICES:	PRICES:
Dynapac Shell Kit: \$12,498.00				
Elliot Grid: \$27,569.00				
Total: \$137,370 or \$152,441 plus freight: \$5,000.00				

Bid Chosen and Reason: Wheeler CAT CS56B Compactor with Variable Frequency Option and Grid Shell Attachment

Best price for specs such as horse power, variable frequency option and size.

APPROVED: \_\_\_\_\_

Department: \_\_\_\_\_ Road \_\_\_\_\_

DATE: \_\_\_\_\_

P.O. Number: \_\_\_\_\_

Approximate Date of Delivery: \_\_\_\_\_

**San Juan County Road Department:**

Is currently accepting bids for the purchase of (1) **NEW Single Drum Vibratory Soil Compactor.**

All prices will be **FOB:**

**San Juan County Road Department  
1049 South Main  
Blanding, Utah 84511**

**Required Options:**

**Engine:**

- Diesel
- Minimum 148 HP

**Drum:**

- Minimum 84 Inches wide

**Operator Station:**

- Fully enclosed cab with air conditioning, heater and openable side windows
- Adjustable Steering Wheel
- Suspension Seat

**Optional Equipment:**

**Vibratory System:**

- Variable Frequency Option Range

**Compaction System:**

- Elliot Grid Shell Attachment

Full specifications are required with each Compactor offered.

***Please list freight to Blanding as a separate line item.***

Indicate warranty terms and conditions included with each Compactor. Specify all expenses to be borne by San Juan County for warranty and or recall work required (i.e. travel, per diem or other incidental costs associated with such necessary work).



## Cate Rental & Sales

Construction, Mining & Industrial Equipment  
2055 South Pioneer Road  
Salt Lake City, UT 84104  
(801) 973-2900

Date: 3/30/2020

San Juan County Road Dept.  
Attn: Monica Alvarado  
Phone: (435) 587-3230  
Email: [malvarado@sanjuancounty.org](mailto:malvarado@sanjuancounty.org)

COPY

Monica,

Thank you for your interest in Cate Equipment Company and the equipment we offer. We are pleased to present the following for your review and consideration.

New 2020 Dynapac model CA5000D single smooth drum compactor, 84", 35,700 lbs, comfort cab

- Price: **\$213,530.00**
- F.O.B. Salt Lake City, UT

New 2020 Dynapac model CA4600D single smooth drum compactor, 84", 30,200 lbs, comfort cab

- Price: **\$178,580.00**
- F.O.B. Salt Lake City, UT

New 2020 Elliott Grid bolt on shell kit for compactor

- Price: **\$27,350.00**
- F.O.B. Salt Lake City, UT
- Unknown delivery timeline

I appreciate this opportunity to gain your business and please contact me with any additional questions.

Best Regards,

Greg Ruther  
Territory Manager



"The Product Support People"



5000 Vasquez Blvd., Denver, CO 80216 Phone: 303-355-5900 Fax: 303-386-9328  
2340 I-70 Frontage Rd., Grand Junction, CO 81505 Phone: 970-241-1550 Fax: 970-241-0166  
2259 Commercial Blvd., Colorado Springs, CO 80906 Phone: 719-576-5541 Fax: 719-576-5602  
2600 Center Drive Milliken, CO 80543 Phone: 970-587-1188 Fax: 970-587-1190

San Juan County Road Department  
Monticello, Utah 84535

COPY

3/30/2020

**Power Motive is pleased to quote one new Sakai SV544 84 Inch Single Drum Soils Compactor with all standard equipment to include:**

- Enclosed ROPS Cab
- AC/Heat
- Cummins QSF3.8 L Engine
- 130 Horsepower
- Secondary Brake ( Emergency Brake ) For Added Safety
- Standard Warranty 12 Months or 1000 hours ( whichever occurs first )
- Power Train Warranty 36 months or 3000 hours ( whichever occurs first )
- To further support our customers, we also have a field Service Tech located in Cortez Colorado.

**Sales Price**

**\$ 151,861.00**

**Excludes Any applicable taxes**

**FOB:** Monticello , Utah

**Validity:** This quote is valid for thirty days.

Sincerely,

Larry Gaugh  
Region Manager/ Durango  
Power Motive Corporation





COPY

131219-01

March 18, 2020

SAN JUAN COUNTY ROAD DEPT

PO BOX 188  
MONTICELLO, UT 84535

Attention: TODD HURST

Dear Todd Hurst,

Thank you for your interest in Wheeler Machinery Co. and its products. I am pleased to provide you with this quote for your consideration.

New CATERPILLAR Model: CS56B Soil Compaction

STOCK NUMBER: AA007724

SERIAL NUMBER: 0S5601343

YEAR: 2020

SMU: 3

Thank you for your interest in Wheeler Machinery Co. and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads 'Cody Rhoades'.

Cody Rhoades  
Machine Sales Representative  
Wheeler Machinery Co.  
crhoades@wheelercat.com  
801-232-5820

If the rental equipment described herein is purchased, notice is hereby given that Wheeler Machinery Co. has assigned its rights, but not its obligations, in the sale to CATD Exchange Services, LLC, as part of a like-kind Exchange.

## New CATERPILLAR Model: CS56B Soil Compaction

## STANDARD EQUIPMENT

**POWERTRAIN** - CAT C4.4 four cylinder, turbo-charged - diesel engine with glow-plug heater - Dual element air cleaner - Fuel filter/water separator/electronic - priming pump and water indicator - Three-speed throttle switch including - ECOMODE - Dual propel pumps - 1 for drum and - 1 for tires - Dual braking systems (service & - parking, drum only) - Two-speed hydrostatic transmission - Limited slip differential -

**ELECTRICAL** - 24-volt starting and charging system - alternator - (2) Maintenance free batteries -- 750 CCA - Halogen working lights - canopy mounted - (2 front-facing and 2 rear-facing) - Backup alarm and forward warning horn - Product Link Ready - Beacon Ready

**OPERATOR ENVIRONMENT** - ROPS/FOPS platform - Four heavy-duty isolation mounts - Platform handrails/guardrails - Power steering - Adjustable tilt-steering column - Adjustable, rotating suspension seat - Retractable seat belt - Adjustable, padded arm rest for - propel lever operation - On-board display with audible - warning alarm and interface for: - -hydraulic oil temperature gauge, - -engine oil pressure gauge, - -engine coolant temperature gauge - -alternator charge, - -fuel level gauge, - -service hour meter, - -engine RPM - -ground speed, vibe speed - -fuel rate gauge - -engine load gauge - -basic compaction measurement - Lockable, vandalism guard for - on-board display - 12-volt power point -

**COOLING** - Premixed 50% concentration of Extended - Life Coolant with freeze protection - to -37C (-35F) -

**DRUMS** - Smooth drum - 84" (2134 mm) wide x 60.4" (1534 mm) - diameter - Dual amplitude with single frequency - Dual, pod-style eccentric weight - housings - Front adjustable steel scraper -

**OTHER STANDARD EQUIPMENT** - Locking composite engine enclosure - Sealed-for-life hitch bearings - Sight gauges: - -coolant level - -hydraulic oil level - Hydraulic tank locking cap - Articulated frame with safety lock - Transport tie-down and lift points - Fuel tank with lockable cap - Quick connect hydraulic pressure test - ports - SOS ports: - -engine - -hydraulic - -coolant - Universal bumper

## MACHINE SPECIFICATIONS

CS56B VIBRATORY COMPACTOR	433-1614	FREQUENCY, FIXED	355-3547
ENGINE, TIER 4F/STAGE 4	420-9160	SCRAPER, STEEL, FRONT	360-0498
SCREEN, STANDARD	479-9014	NO BLADE	357-6261
OIL, HYDR, FACTORY FILLED	362-4940	INSTRUCTIONS, NA CAB	437-9886
CAB, ROPS/FOPS WITH A/C	435-8036	LIGHTING, WARNING	355-3059
SEAT, CLOTH	356-1227	SUN VISOR, FRONT	107-4641
SEAT BELT, 2"	382-9003	GUARD, TRANSMISSION	355-2660
PRODUCT LINK, CELLULAR PL641	454-5454	LANGUAGES, OPTION 1	477-9990
INSTALLATION, CAB	454-0249	PACK, DOMESTIC TRUCK	0P-0210
SENSOR, DRIVE POWER	441-6675	TIRES, 23,1-26 TI 8PR	203-4717

SALES PRICE \$152,000.00  
FREIGHT TO BLANDING UTAH \$1,630.00

## Warranty:

12 Month Premier Included (Includes Travel Time and Mileage)

## Extended Warranty Options: (Choose One)

36 MONTH / 1,000 HRS. POWERTRAIN + HYDRAULICS + TECHNOLOGY \$560.00  
48 MONTH / 1,500 HRS. POWERTRAIN + HYDRAULICS + TECHNOLOGY \$1,040.00  
60 MONTH / 1,500 HRS. POWERTRAIN + HYDRAULICS + TECHNOLOGY \$1,560.00  
60 MONTH / 2,000 HRS. POWERTRAIN + HYDRAULICS + TECHNOLOGY \$1,630.00  
72 MONTH / 2,000 HRS. POWERTRAIN + HYDRAULICS + TECHNOLOGY \$2,170.00  
84 MONTH / 2,500 HRS. POWERTRAIN + HYDRAULICS + TECHNOLOGY \$2,860.00

Travel Time and Mileage is covered for the first year. We charge \$167.50 per hour for labor after the first year. This could go up slightly each year.

**Required Options:**

**Engine:**

- Diesel: Yes
- Minimum 148 HP: Yes, CS56B 157 HP

**Drum:**

- Minimum 84" Wide Yes, 84" Wide

**Operator Station:**

- Fully Enclosed Cab with air conditioning, heater and openable side windows. Yes
- Adjustable Steer Wheel. Yes
- Suspension Seat. Yes

**Optional Equipment:**

**Vibratory System:**

- Variable Frequency Option Range - \$3,430.00 Additional

**Compaction System:**

- Grid Shell Attachment - \$28,580.00 Includes Cleaning Bar and Installation

I was able to have our Machine Shop look at all the pictures and they are confident we can build the Grid Shell Kit.



4343 Century Drive, Salt Lake City, UT 84157

Phone (801) 262-5761 Fax (801) 262-5780 www.centuryeq.com

## Customer Quotation & Order Form

1350 South 2000 West Springville, UT 84063 Phone (801) 794-1463 Fax (801) 794-1414  
 482 North Main Street Cedar City, Utah 84720 Phone (435) 586-4406 Fax (435) 586-2362  
 2030 Sunset Drive Rock Springs, WY 82501 Phone (307) 382-6570 Fax (307) 382-6574  
 1097 Highway 3 Durango, CO 81301 Phone (970) 247-0522 Fax (970) 247-9721  
 453 North 1000 West Logan, UT 84321 Phone (435) 752-7522 Fax (435) 752-5722  
 549 32 Road Clifton, CO 81520 Phone (970) 434-1367 Fax (970) 434-7367  
 155 Highway 51 Bypass North Iberyburg, TN 38024 Phone (731) 285-2875 Fax (731) 285-2877  
 6301 Edith Blvd NE Albuquerque, NM 87107 Phone (505) 433-2246 Fax (505) 433-4414

Customer's Name San Juan County Road Department		Deliver To: Attn: Monica	
Address 881 East Center St		Address	
City or Town Monticello	State UT	Zip Code 84535	
Date 03/17/20	Expected delivery date TBD	Account No.	Invoice No.
		Phone Number	

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QUANTITY	DESCRIPTION OF GOODS	Price
One New	Case Singal Drum Vibratory Soil Compactor SV216 D T4 Final Enclosed Cab with Heat and AC, Air ride Suspension Seat, Variable Frequency Range, Shell Attachment, 84" Drum Adjustable Steering Wheel, Air Precleaner for Engine, Rotating Beacon, And All Other Standard Equipment. This Machine will come with a Standard Pad foot Kit and a Craig Manufacturing Grid Shell Kit. Contract # MA3377	178,600.00
Warranty	Base Warranty 1 year/ Unlimited Hour Engine Warranty 2 years, 2000 Hours	
Freight	Freight to Monticello or Blanding is \$600	
* SUBJECT TO CREDIT & MANAGEMENT APPROVAL *		

### TRADE-IN OF EQUIPMENT

None	S/N	
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Century Equipment Co. warrants the above described Equipment only to the extent of the manufacturer's written warranty in effect on date of delivery. No other warranty is expressed or implied except as noted below or signed and attached in writing to this document by Century Equipment Co. makes the following optional warranties: (if none, write none)

None	TOTAL TRADE VALUE	
	TOTAL AMOUNT	178,600.00
	DEDUCT TRADE IN	
	CASH DIFFERENCE	178,600.00
Read Reverse Side Before Signing	SALES TAX	0.000%
	TRADE PAYOFF (if applicable)	
	OTHER	
Signature of Purchaser or Agent	TOTAL CASH PRICE	\$ 178,600.00
	LESS CASH RECEIVED	
Signature of Purchaser or Agent	BALANCE DUE ON DELIVERY	\$ 178,600.00

Order Accepted By:  
CENTURY EQUIPMENT COMPANY, INC.

Above Quotation Valid Until This Date

Acceptance Signature Gen. Mgr., Sales Mgr., or Controller

3/23/20  
Date

## HOLLAND EQUIPMENT COMPANY

2870 WEST 2100 SOUTH  
SALT LAKE CITY, UT 84119

COPY

## Estimate

Date	Estimate #
3/30/2020	3890-JE

Name / Address
SAN JUAN COUNTY P. O. BOX 188 MONTICELLO, UT 84535

Project

Description	Qty	Cost	Total
CA2500D CAB DYNAPAC 84" SMOOTH DRUM, STANDARD CAB, 120HP CUMMINS	1	124,872.00	124,872.00
PAD FOOT SHELL KIT (DYNAPAC PROVIDED)	1	12,498.00	12,498.00
DIRECT FREIGHT CHARGES	1	5,000.00	5,000.00
CURRENT AVAILABILITY 3 UNITS READY TO SHIP END OF APRIL DEPENDING ON SHUT DOWNS			
OPTIONAL BELOW:			
ELLIOT GRID ATTACHMENT (CURRENT AVAILABILITY UNKNOWN DUE TO SHUTDOWN)	1	27,569.00	27,569.00
		<b>Total</b>	\$169,939.00

Customer Signature \_\_\_\_\_

SAN JUAN COUNTY  
PROCUREMENT POLICY AND BID-QUOTATION FORM

#1 NAME OF COMPANY	#2 NAME OF COMPANY	#3 NAME OF COMPANY	#4 NAME OF COMPANY
Asphalt Systems, Inc.			
Telephone # 801-725-9060	Telephone #	Telephone #	Telephone #
In Person ByMail X	In Person By Mail	In Person By Mail	In Person By Mail
Time	Time	Time	Time
Contact Person Mark LaBelle	Contact Person	Contact Person	Contact Person
ALL QUOTATIONS TO BE	ALL QUOTATIONS TO BE	ALL QUOTATIONS TO BE	ALL QUOTATIONS TO BE
CONFIRMED IN WRITING	CONFIRMED IN WRITING	CONFIRMED IN WRITING	CONFIRMED IN WRITING
ITEMS QUOTED: PASS DL	ITEMS QUOTED:	ITEMS QUOTED:	ITEMS QUOTED:
PRICE: 3.85/gallon	PRICE:	PRICE:	PRICE:
FOB Monticello or Blanding			
BID CHOSEN AND REASON: Asphalt Systems, Inc. - sole source provider			

SIGNED: \_\_\_\_\_  
DEPARTMENT: \_\_\_\_\_  
P.O. NUMBER: \_\_\_\_\_  
APPROXIMATE DATE OF DELIVERY: \_\_\_\_\_



Alvarado, Monica <malvarado@sanjuancounty.org>

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**Re: Request for Quote - PASS Oil**

1 message

**Mark LaBelle** <mark@asphaltsystemsinc.com>

Thu, Mar 19, 2020 at 2:57 PM

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

Monica,

Here is my bid price for the PASS oil:

\$3.85 per gallon, FOB.

Please let me know if you need anything else.

Thank you,

**Mark LaBelle**

**Asphalt Systems, Inc.**

**Cell - 801-725-9066**

**mark@asphaltsystemsinc.com**

**www.asphaltsystemsinc.com**

---

**From:** Alvarado, Monica <malvarado@sanjuancounty.org>

**Sent:** Wednesday, March 18, 2020 4:40 PM

**To:** Mark LaBelle <mark@asphaltsystemsinc.com>

**Subject:** Request for Quote - PASS Oil

[CAUTION] This message originated outside of ASI. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mark,

Attached is a Request for Quote for PASS Oil.

Please let me know if you have any questions.

Thank you,

**Monica Alvarado**

**San Juan County Road Dept.**

**Office: (435)587-3230**

**Direct: (435)587-3807**

**Fax: (435)587-2771**

SAN JUAN COUNTY

PROCUREMENT POLICY AND BID-QUOTATION FORM

#1 NAME OF COMPANY	#2 NAME OF COMPANY	#3 NAME OF COMPANY	#4 NAME OF COMPANY
<u>Asphalt Systems, Inc.</u>			
Telephone # <u>801-725-9000</u>	Telephone # _____	Telephone # _____	Telephone # _____
In Person _____ By Mail <u>X</u>	In Person _____ By Mail _____	In Person _____ By Mail _____	In Person _____ By Mail _____
Time _____	Time _____	Time _____	Time _____
Contact Person <u>Mark LaBelle</u>	Contact Person _____	Contact Person _____	Contact Person _____
ALL QUOTATIONS TO BE _____	ALL QUOTATIONS TO BE _____	ALL QUOTATIONS TO BE _____	ALL QUOTATIONS TO BE _____
CONFIRMED IN WRITING _____	CONFIRMED IN WRITING _____	CONFIRMED IN WRITING _____	CONFIRMED IN WRITING _____
ITEMS QUOTED: <u>GSB-88</u>	ITEMS QUOTED: _____	ITEMS QUOTED: _____	ITEMS QUOTED: _____
<u>Oil</u>			
PRICE: <u>\$2.61/gallon</u>	PRICE: _____	PRICE: _____	PRICE: _____
<u>FOB Monticello Blanding</u>			
BID CHOSEN AND REASON: <u>Asphalt Systems, Inc. - Sole source provider</u>			

SIGNED: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

P.O. NUMBER: \_\_\_\_\_

APPROXIMATE DATE OF DELIVERY: \_\_\_\_\_





Alvarado, Monica <malvarado@sanjuancounty.org>

---

**Re: Request for Quote - GSB-88 Oil**

1 message

**Mark LaBelle** <mark@asphaltsystemsinc.com>  
To: "Alvarado, Monica" <malvarado@sanjuancounty.org>

Thu, Mar 19, 2020 at 2:56 PM

Monica,  
Here is my bid price for the GSB-88 material:

\$2.61 per gallon, FOB.

Please let me know if you need anything else.

Thank you,

**Mark LaBelle**  
**Asphalt Systems, Inc.**  
**Cell - 801-725-9066**  
**mark@asphaltsystemsinc.com**  
**www.asphaltsystemsinc.com**

---

**From:** Alvarado, Monica <malvarado@sanjuancounty.org>  
**Sent:** Wednesday, March 18, 2020 4:40 PM  
**To:** Mark LaBelle <mark@asphaltsystemsinc.com>  
**Subject:** Request for Quote - GSB-88 Oil

[CAUTION] This message originated outside of ASI. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mark,

Attached is a Request for Quote for GSB-88 Oil.

Please let me know if you have any questions.

Thank you,

**Monica Alvarado**  
**San Juan County Road Dept.**  
**Office: (435)587-3230**  
**Direct: (435)587-3807**  
**Fax: (435)587-2771**

**AIRPORT IFE SERVICES, INC.**  
**AGREEMENT FOR CONSULTANT SERVICES**

AIS PROJECT NO: Twenty seven

**This Agreement** entered into and effective this 14<sup>th</sup> day of April, 2020 between the San Juan County, UT. herein referred to as the "CLIENT" and Airport IFE Services, Inc. an Wyoming Corporation, herein referred to as "CONSULTANT".

**WITNESSETH:**

WHEREAS the CLIENT intends to retain CONSULTANT to review the CLIENT's scope of work for the Cal Black Memorial Airport's "Runway 1/19 Rehabilitation and Lighting Replacement Design Project" and prepare an independent fee estimate (IFE) for the CLIENT hereinafter referred to as the "PROJECT". The services to be performed by the CONSULTANT are hereinafter referred to as the "SERVICES".

NOW, THEREFORE, the CLIENT and CONSULTANT, agree as set forth as follows:

**SERVICES TO BE PERFORMED BY CONSULTANT**

CONSULTANT shall provide the following SERVICES: Review project scope of work received from the CLIENT, prepare an unbiased IFE based on CONSULTANT's knowledge and experience with similar projects and assumptions of staff, hours, complexity, subconsultants and other factors deemed necessary to complete PROJECT. CONSULTANT shall be available to CLIENT through the negotiation process to answer questions and revise a reasonable amount of item(s) if any that arise from the negotiation process.

CLIENT shall provide CONSULTANT with a spreadsheet of tasks based on the scope of work with embedded formulas. The IFE product shall include: a cover page, cover letter, and a completed spreadsheet.

**SCHEDULE OF SERVICES TO BE PERFORMED AND BASIS OF FEE**

CONSULTANT shall perform said SERVICES as described above with report delivered to CLIENT on or before **April 20, 2020**. The basis of payment shall be a lump sum of **\$2,000.00**.

CONSULTANT will invoice the CLIENT after the CLIENT's negotiations are completed and the CONSULTANT's IFE SERVICES are acceptable and deemed complete to the CLIENT.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this day and year first above  
**CLIENT:**

**San Juan County, Utah.**

**P.O. Box 9**

**Monticello, UT 84535**

**Mack McDonald, Chief Administrative Officer**



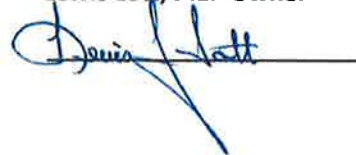
**CONSULTANT:**

**AIRPORT IFE SERVICES, INC.**

**28616 N. Regal Rd**

**Chattaroy WA 99003**

**Lewis Lott, P.E. Owner**





25 East 500 North, Fillmore, Utah 84631  
TEL 435.743.6151 | FAX 435.743.7900

April 13, 2020

Mack McDonald  
San Juan County  
117 South Main Street #221  
Monticello, Utah 84535

Subject: Fire Flow Evaluation Proposal

Dear Mr. McDonald,

Sunrise Engineering, Inc. (SEI) is pleased to submit the following proposal to San Juan County (CLIENT), for professional services to perform a field fire flow analysis.

In performing the evaluation, SEI will make use of its fire flow testing equipment and record observations needed for the analysis.

#### **SCOPE OF WORK**

The services performed under this agreement will consist of:

- Reviewing past communications regarding the fire flow requirements for the Wilson Arch development
- Reviewing drawings outlining water system layout for the development
- Field flow observation of one fire hydrant with pressure monitoring at a second hydrant
- Analysis of flow observations
- Preparing a memo outlining findings of the analysis

CLIENT will provide pertinent background information on the system. CLIENT will also provide available design information regarding system layout, elevations, and operation as needed.

The scope of work provided here does not include a computer hydraulic model analysis of the system.

Should additional services be requested, they will be performed on a time and materials basis according to the fee schedule in Exhibit A.

## PROFESSIONAL SERVICES FEE

TASK	MEASUREMENT	COST
On-Site Evaluation	Lump Sum	\$1,000
Results Analysis and Report Preparation	Lump Sum	\$800
<b>TOTAL</b>		<b>\$1,800</b>

Should you have any questions about the scope of work and professional engineering services fee submitted herein, please contact us at 435-743-6151.

Sincerely,



Jesse Ralphs, P.E.  
Civil Service Center Manager  
[jralphs@sunrise-eng.com](mailto:jralphs@sunrise-eng.com)

Accepted and Agreed:

**San Juan County**



Signature



Printed Name



Title



Date

## TERMS AND CONDITIONS

**1. SERVICES TO BE PROVIDED.** These Terms and Conditions are enclosed with, attached to and/or incorporated by referenced into a proposal or agreement (the "Proposal/Agreement") prepared by Sunrise Engineering, Inc. ("SEI") offering/agreeing to provide the consulting services described in the Proposal/Agreement as such consulting services are changed by agreement of the Parties (hereinafter, the "Services"). SEI agrees to provide the Services for the sole and exclusive use and benefit of the person or entity described in the Proposal/Agreement to be SEI's client for the provision of the Services (the "Client"). If the Proposal/Agreement does not expressly identify the Client, the Client will be the person or entity to whom SEI provides the Services. The Proposal/Agreement will become binding on SEI and Client upon its written acceptance by Client, or Client's acceptance of the performance by SEI of the Services without written objection to the terms of the Proposal/Agreement, whichever first occurs. SEI may use the services of subconsultants in the performance of the Services ("SEI's Consultants") when, in SEI's sole discretion, it is appropriate to do so. For purposes of the Proposal/Agreement and these Terms and Conditions, the "Parties" are SEI and Client, and their successors and permitted assignees.

**2. EFFECT OF TERMS AND CONDITIONS.** If any of the Services are performed by SEI or SEI's Consultants prior to the acceptance by Client of the Proposal/Agreement, such Services will be governed by these Terms and Conditions the same as if they had been performed after the acceptance by Client of the Proposal/Agreement. These Terms and Conditions will be binding upon the Parties except to the extent these Terms and Conditions directly conflict with the Proposal/Agreement. In the event of direct conflict between the Proposal/Agreement and these Terms and Conditions, the Proposal/Agreement will supersede and replace these Terms and Conditions.

**3. PAYMENT TERMS.** Payment on account of Services rendered, including fees and Reimbursable Expenses, will be made monthly upon presentation of SEI's statement of services. No deductions will be made from SEI's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors ("Contractor") performing all or a portion of the work or services (the "Work") for the construction of improvements designed by SEI or SEI's Consultants, or on account of the cost of changes in the Work other than those for which SEI has been adjudicated to be liable. If payment is not received within thirty (30) calendar days from the invoice date (i) Client agrees to pay interest on the past due amount at the rate of 18% per annum until paid in full; (ii) Client agrees to pay reasonable attorneys' fees and collection costs incurred by SEI to collect or obtain an award or judgment to collect all or any portion of the past due amount; (iii) SEI reserves the right to suspend all Services until payment of the past due amount is received in full; and (iv) SEI may terminate the Proposal/Agreement for cause if payment of the past due amount is not received in full within forty-five (45) calendar days of the date it is due.

**4. TERMINATION/SUSPENSION OF PROPOSAL/AGREEMENT** Either Party may terminate the Proposal/Agreement for cause if the other Party will fail substantially to perform in accordance with its terms through no fault of the Party initiating the termination upon ten (10) calendar days prior written notice and failure of the Party in default to cure the default within such ten (10)-day period. Client may terminate the Proposal/Agreement without cause and for Client's convenience upon delivery to SEI of a written notice of termination for convenience. Client may suspend all or a portion of the Services upon written notice to SEI, provided that (i) Client will compensate SEI for extra fees and costs due to such suspension of the Services; and (ii) SEI may terminate the Proposal/Agreement for cause if the Services or any portion of the Services are suspended in the aggregate for more than one hundred twenty (120) calendar days due to suspensions of the Services for

Client's convenience. In the event of a termination of the Proposal/Agreement not the fault of SEI, SEI will be compensated for the Services performed prior to termination, together with Reimbursable Expenses then due and all expenses directly attributable to the termination. In the event of a termination of the Proposal/Agreement for cause, the terminating Party will be entitled to recover from the defaulting Party all damages caused by the defaulting Party's breach of the Proposal/Agreement.

**5. STANDARD OF SKILL AND CARE.** The Services (whether performed by SEI or SEI's Consultants) will be performed in accordance with the standard of skill and care ordinarily exercised by licensed professionals of the same discipline in the state in which the Project is located on projects of similar size and scope and under like circumstances. SEI disclaims that any warranties, expressed or implied, are made or intended by SEI regarding the quality, fitness, accuracy, suitability or completeness of the Services or the Instruments of Service, or regarding any other matter.

**6. INSURANCE.** SEI will maintain the following insurance coverages with insurance limits not less than specified below:

- a) Worker's Compensation Insurance – statutory limits;
- b) Employer's Liability Insurance – \$1,000,000;
- c) Automobile Liability – Combined single limits per accident, \$1,000,000;
- d) Commercial General Liability Insurance – Combined single limits per occurrence, \$1,000,000;
- e) Professional Liability – \$1,000,000 per claim

**7. LIMITATION OF LIABILITY.** Client agrees that the liability of SEI and SEI's Consultants, and their former and current officers, directors, employees and agents to Client, and any third party, due to any negligent acts, errors or omissions, breach of contract or breach of any other legal duty will be limited in the aggregate to \$50,000, or the total fee paid to SEI for the Services, whichever is greater. If Client prefers to have higher limits of liability, SEI agrees to increase the aggregate limit of liability applicable to the Services to a maximum of \$1,000,000 upon Client's written request at or prior to the commencement of the Services, provided Client pays an additional consideration to SEI equal to five percent (5%) of the total fee for the Services, or \$600, whichever is greater. The additional charge for the higher limitation of liability is because of the greater risk assumed by SEI and is not a charge for additional professional liability insurance. Client will indemnify, defend and hold harmless SEI and SEI's Consultants, and their past and current officers, directors, employees and agents, and each of them, from and against any liability arising or resulting from liabilities in excess of the applicable aggregate limit of liability of SEI and SEI's Consultants for the Services.

**8. SITE OBSERVATIONS AND SOIL CONDITIONS.** SEI will have access to the Project site and to all areas where the Work is performed or located. Client will procure all permits, licenses, rights-of-entry and access for SEI to enter upon and to perform Services at any public or private property required for SEI to perform the Services.

By virtue of entering into this Agreement or providing the Services, SEI does not assume control of or responsibility for the Project site or the persons at the Project site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the Project site that may present a potential danger to public health, safety or the environment.

Unless SEI provides a soils report or conducts soils testing as Services under the Proposal/Agreement, SEI makes no representations concerning soils conditions and is not responsible for any claims, damages, liabilities, losses or expenses that may arise out of the



making or failure to make soils investigations or reports, or soils testing.

If a Contractor is involved in the Project, Client agrees that Contractor will be solely and completely responsible for the conditions at all locations where the Work is performed, including the safety of all persons and property during performance of the Work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that SEI will not be responsible for job or site safety on the Project.

Client acknowledges and agrees that SEI is not responsible for the performance of the Work by third parties, including, but not limited to, the Contractor and the Contractor's subcontractors, sub-subcontractors of any tier and suppliers. Client further agrees to indemnify, defend and hold harmless SEI and SEI's Consultants, and their officers, directors, employees and agents from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon the operations of such third parties in the performance of the Work unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the sole negligence or other fault of SEI and/or SEI's Consultants.

**9. RELIANCE ON OWNER FURNISHED INFORMATION.** SEI and SEI's Consultants will be entitled to rely upon the accuracy and completeness of services and information furnished by Client and Client's consultants, agents and representatives, and SEI and SEI's Consultants will have no duty to investigate the accuracy or completeness of such services or information.

**10. UNKNOWN CONDITIONS.** Conditions or occurrences may be encountered during the performance of the Services and/or the Work that require changes in the Services or impose risk to SEI and/or SEI's Consultants, or their employees or agents, in the performance of the Services not known to SEI when the Proposal/Agreement was entered ("Unknown Conditions"). If Unknown Conditions are encountered, SEI will notify Client of the Unknown Conditions and the probable impact of the Unknown Conditions on the Services and the Work, and SEI will consult with Client regarding possible actions, including:

- a) Suspend the Services and/or the Work until the Unknown Conditions are further studied by Client and the additional risks imposed by the Unknown Conditions are eliminated by Client or are reduced by Client to levels acceptable to both SEI and Client;
- b) Complete the Services in accordance with the scope of Services described in the Proposal/Agreement, if to do so is agreed by both SEI and Client to be practical;
- c) Agree to a change in the Services; or
- d) Agree to a termination of the Proposal/Agreement for Client's convenience.

**11. HAZARDOUS MATERIALS.** Client agrees to give written disclosure to SEI prior to the execution of the Proposal/Agreement of any hazardous material or toxic substances existing in, on or near the Project site known to Client that may present a potential for harm to human health, the environment or equipment. Unless otherwise included in the Services, SEI and SEI's Consultants will have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project site by SEI or SEI's Consultants.

In the event SEI or any other person or entity encounters hazardous materials or toxic substances at the Project site, or should it become known that such materials or substances are present at the Project site or its adjacent areas that may affect the performance of SEI's Services, SEI may, at its option, and without liability for consequential or other damages, suspend performance of the Services until Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous materials or toxic substances and such consultants represent that such hazardous materials or toxic substances have been rendered harmless. Client will indemnify, defend and hold harmless SEI and SEI's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any hazardous materials or toxic substances in any form at the Project site, including claims, damages, costs and expenses caused by the negligence or fault of the persons or entities being indemnified, unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the hazardous materials or toxic substances brought to the Project site by SEI or SEI's Consultants.

**12. INDEMNITY.** To the fullest extent permitted by law, Client agrees to indemnify and hold harmless SEI and SEI's Consultants, and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages for injuries to persons (including bodily injury and death), damage to tangible property and economic loss caused by any negligent act, error or omission or intentionally wrongful conduct of Client or Client's consultants or their employees or agents.

**13. INSTRUMENTS OF SERVICE.** Drawings, specifications, reports and other documents, including those in electronic form, prepared by SEI and SEI's Consultants for the Project are Instruments of Service for use solely with respect to the Project. SEI and SEI's Consultants will be deemed the authors and owners of their respective Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. Engineer grants to Client a nonexclusive license to reproduce SEI's Instruments of Service solely for the purpose of constructing, using and maintaining the Project, provided that Client will comply with all obligations, including prompt payment to SEI of all consideration when due under the Proposal/Agreement. Except for the license granted in this Paragraph 13, no other license or right will be deemed granted or implied under the Proposal/Agreement.

Client will not use the Instruments of Service for future additions or alterations of the Project or for other projects, unless Client obtains the prior written agreement of SEI and SEI's Consultants. Any unauthorized use or modification of the Instruments of Service will be at Client's sole risk and without liability to SEI or SEI's Consultants.

To the fullest extent permitted by law, Client will indemnify, defend and hold harmless SEI and SEI's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any unauthorized use or modification of the Instruments of Service by Client or any person or entity that obtain the Instruments of Service from or through Client or Client's agents or representatives.

**14. OPINIONS OF COST.** If the Services include the evaluation of Client's budgets for construction costs or include providing SEI's opinions of probable construction costs, Client understands that SEI has no control over regional economies, availability of materials or

labor or the competitive climate existing at the time of bidding or negotiation, over the costs or the prices of labor, equipment or materials, or over Contractor's methods of pricing, and that the evaluations of Client's budgets and/or opinions of probable construction costs provided by SEI are SEI's professional judgment as a design professional familiar with the construction industry. SEI makes no warranty, expressed or implied, as to the accuracy of such opinions or evaluations as compared to bids or negotiated prices or actual construction costs, and SEI does not represent or warrant that bids or negotiated prices or actual construction costs will not vary from Client's budget for the Project or from opinions of probable construction costs or from evaluations of Client's budgets prepared or agreed to by SEI.

**15. PROVIDING EVIDENCE.** If SEI or an employee of SEI is requested by Client or is compelled by subpoena or other legal process by Client or a third party to provide testimony, documents or evidence in relation to the Services and in connection with any public hearing, dispute resolution proceeding or legal proceeding in which SEI is not a party, Client agrees to compensate SEI on the basis of hourly rates and Reimbursable Expenses according to SEI's Rate Schedule then in effect for the time and expenses reasonably incurred by SEI in providing such evidence, provided that SEI is not compensated in full for such reasonable time and expenses by the party compelling or requesting the evidence.

**16. SEVERABILITY.** In the event that any provision of these Terms and Conditions is found to be unenforceable, the other provisions will remain in full force and effect.

**17. SURVIVAL.** All obligations arising prior to the termination of the Proposal/Agreement and all provisions of these Terms and Conditions allocating responsibility or liability between Client and SEI will survive the completion of the Services and the termination of the Proposal/Agreement, and Paragraphs 5, 6, 7, 9, 11, 12, 13, and 15 will survive the completion of the Services and the termination of the Proposal/Agreement.

**18. INTEGRATION.** The Proposal/Agreement and these Terms and Conditions incorporated therein constitute the entire agreement between the Parties and cannot be changed except by written instrument signed by both Parties.

**19. GOVERNING LAW.** The Proposal/Agreement and these Terms and Conditions incorporated therein will be governed in all respects by the laws of the state in which the Project is located.

**20. THIRD PARTY FEES.** SEI will pay the fees and costs specifically required by the Proposal/Agreement and these incorporated Terms and Conditions. Unless specifically required by the Proposal/Agreement, SEI will not be required to pay the fees and costs of the checking and/or inspection of the Instruments of Service and/or the Work by persons or entities other than SEI or SEI's Consultants, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title insurance charges, costs of reproductions of the Instruments of Service or other documents, and

other charges not specifically required to be paid by SEI by the Proposal/Agreement.

**21. THIRD PARTY BENEFICIARIES.** Nothing contained in the Proposal/Agreement and these incorporated Terms and Conditions will create a contractual relationship with or a cause of action in favor of a third party against either Client or SEI. SEI's Services under the Proposal/Agreement are being performed solely for Client's benefit, and no other person or entity will have any claim against SEI arising under the Proposal/Agreement or arising from the performance or non-performance of the Services.

**22. EMPLOYMENT FEES.** In the event Client hires directly any employee of SEI within one (1) year after final payment is due to SEI for the Services, Client agrees to reimburse SEI a monetary amount equal to six (6) months' wages for the employee so hired by Client as an employment fee. The employment fee will be calculated as six (6) times the gross monthly full-time wages of the employee immediately prior to the hiring.

**23. ASSIGNMENTS.** Neither Client nor SEI will assign the Proposal/Agreement or any right, interest or claim for damages arising under the Proposal/Agreement without the written consent of the other, except that Client may make a conditional collateral assignment of the Proposal/Agreement to an institutional lender providing financing for the Project, conditioned on Client's default in its obligations to such lender regarding the financing for the Project. In the event the condition of such collateral assignment is satisfied, the lender will assume Client's rights and obligations under the Proposal/Agreement. If SEI's Services are affected or delayed by Client's default or the assignment of the Proposal/Agreement to the lender, SEI's fees for the remaining Services of the Project and the time schedules for performance of the remaining Services of the Project will be equitably adjusted.

**24. CONSEQUENTIAL DAMAGES WAIVER.** SEI and Client mutually waive as to one another and as to the present and current officers, directors, partners, members, employees, agents and consultants of one another, any and all consequential damages for claims, disputes or other matters in question arising out of or relating to the Proposal/Agreement or the performance or non-performance of the Services. This mutual waiver is applicable, without limitation, to all consequential damages due to either Parties' termination of the Proposal/Agreement or suspension of the Services.

**DISPUTE RESOLUTION.** All claims, counterclaims, disputes and other matters in question between Client and SEI arising out of or relating to the Proposal/Agreement or these incorporated Terms and Conditions, or the breach of the Proposal/Agreement or these incorporated Terms and Conditions, or the Services performed pursuant thereto, will be decided in such dispute resolution proceedings as Client and SEI will mutually agree upon in writing after the dispute arises or, in the absence of mutual agreement, in a court of competent jurisdiction within the State in which the Project is located.

## **SUNRISE ENGINEERING**

### **FEE SCHEDULE**

#### **EXHIBIT A**

<b>WORK CODE</b>	<b>WORK CLASSIFICATION</b>	<b>HOURLY RATE</b>	<b>WORK CODE</b>	<b>WORK CLASSIFICATION</b>	<b>HOURLY RATE</b>
101	Engineer Intern (E.I.T.) I	\$101	451	Training Specialist I	\$130
102	Engineer Intern (E.I.T.) II	\$112	456	Training Manager	\$156
103	Engineer III	\$139	460	Training Director	\$180
104	Engineer IV	\$160	500	Funding Specialist	\$129
105	Engineer V	\$178	510	Plan Reviewer	\$115
110	Principal Engineer	\$196	511	Building Inspector I	\$68
121	Electrical Engineer Intern (E.I.T.) I	\$114	512	Building Inspector II	\$91
122	Electrical Engineer Intern (E.I.T.) II	\$128	513	Building Inspector III	\$113
123	Electrical Engineer III	\$145	525	Building Official	\$132
124	Electrical Engineer IV	\$167	601	GIS Tech	\$71
125	Electrical Engineer V	\$190	602	GIS Tech II	\$82
126	Principal Electrical Engineer	\$206	611	GIS Specialist I	\$103
301	Engineering Tech I	\$79	613	GIS Analyst	\$118
302	Engineering Tech II	\$95	614	GIS Programmer	\$103
303	Engineering Tech III	\$112	615	GIS Team Leader	\$134
304	Engineering Tech IV	\$135	624	GIS Mapping Technician	\$54.50
311	Electrical Tech I	\$88	625	GIS Mapping Supervisor	\$97.25
312	Electrical Tech II	\$100	51	Administrative I	\$45
313	Electrical Tech III	\$118	52	Administrative II	\$59
314	Electrical Tech IV	\$130	53	Administrative III	\$74
315	Electrical Tech V	\$143	96	Public Information Manager	\$115
351	Construction Observer I	\$69	705	Planner V	\$140
352	Construction Observer II	\$88	712	Project Manager II	\$173
353	Construction Observer III	\$100	723	Water Rights Specialist III	\$126
354	Construction Observer IV	\$113	921	Survey Tech	\$80
401	CAD Drafter I	\$69	930	Survey CAD Tech	\$115
402	CAD Drafter II	\$82	935	One Man Survey Crew	\$150
403	CAD Drafter/Designer III	\$99	940	Survey Manager	\$160
404	CAD Drafter/Designer IV	\$106	945	Registered Surveyor	\$170
			950	Principal Surveyor	\$185

#### **REIMBURSABLE EXPENSE SCHEDULE**

<b>Expense</b>	<b>Rate</b>	<b>Mark-Up</b>
Mileage	\$0.59 per mile	N/A
Field Vehicle (on site)	\$50 per day	N/A
Per Diem Meals	\$57 per day	N/A
Troxler Nuclear Density Gauge	\$40 per day	N/A
High Density Scanner	\$150 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fees automatically change after the beginning of the year and are subject to change on other occasions.  
All fee changes will be communicated and concurred in by CLIENT prior to becoming effective.

Base 01-2020 Fillmore





## UTAH DEPARTMENT OF HEALTH CONTRACT

PO Box 144003, Salt Lake City, Utah 84114  
288 North 1460 West, Salt Lake City, Utah 84116

2009812  
Department Log Number

202700760  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County COVID19 General Response
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health (DEPARTMENT) and the following CONTRACTOR:

**PAYMENT ADDRESS**

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

**MAILING ADDRESS**

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

**Vendor ID:** 06866HL  
**Commodity Code:** 99999

3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide funds to San Juan County Health Department for general COVID-19 response to prevent or reduce illness, disability, or death.
4. **CONTRACT PERIOD:** The service period of this contract is 01/20/2020 through 12/30/2020, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$95,265.00 in accordance with the provisions of this contract.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

**CONTRACTOR**

Kirk Bengé  
(435) 359-0038  
kbenge@sanjuancounty.org

**DEPARTMENT**

Office of Fiscal Operations  
Office of Fiscal Operations  
Shari Watkins  
(801) 702-9436  
swatkins@utah.gov

7. **REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

Attachment A: Special Provisions

Attachment B: Monthly Financial Report Template

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
    - A. All other governmental laws, regulations, or actions applicable to services provided herein.
    - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
    - C. Utah Department of Health General Provisions and Business Associate Agreement currently in effect until 6/30/2023.
  9. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.
- 

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**IN WITNESS WHEREOF, the parties enter into this agreement.**

## STATE

By: \_\_\_\_\_ Date \_\_\_\_\_  
Shari A. Watkins, C.P.A.  
Director, Office Fiscal Operations

**ATTACHMENT A**  
**Special Provisions**  
**COVID-19 Response Funding**  
**San Juan County Health Department**

**I. DEFINITIONS**

- A. "Contract" means this Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
- B. "Contract Signature Page(s)" means the Department cover page(s) that the Department and Contractor sign.
- C. "Contractor" means the San Juan County Health Department.
- D. "Department" means the Utah Department of Health.
- E. "Equipment" means any item costing more than \$5,000 and a useful life of more than one year.
- F. "LHD" means Local Health Department.
- G. "LHD General Provisions" means the agreement between the parties titled "General Provisions and Business Associate Agreement San Juan County Health Department" effective July 1, 2018 through June 30, 2023.
- H. "PAPPG" means the FEMA Public Assistance Program and Policy Guide V3.1.

**II. GENERAL PURPOSE**

This Contract provides funds to the Contractor for general COVID-19 response to prevent or reduce illness, disability, or death.

**III. ORDER OF PRECEDENCE**

The parties agree and understand that the requirements set out in this Contract will conflict with the LHD General Provisions. Notwithstanding the LHD General Provisions, Contractor shall comply with requirements set forth in the FEMA Public Assistance Program and Policy Guide V3.1 (PAPPG), 44 CFR Part 206 & 207, and 2 CFR 200. If any provisions conflict between this Contract and the LHD General Provisions, for any funds paid out under this Contract, the provisions of this Contract supersede.

**IV. CONTRACTOR RESPONSIBILITIES**

- A. Contractor shall use the funds provided for public health services and activities that address emergency response capacities and competencies for COVID-19 and novel coronavirus transmission, prevention, care, and related needs.
- B. Contractor shall provide a cumulative financial report using the provided template in Attachment B, due by the last working day of each month. The first response is due on May 29, 2020.

**V. DEPARTMENT RESPONSIBILITIES**

Department agrees to:

- 1. Provide technical assistance and consultation, as needed or requested; and
- 2. Notify Contractor if additional funds become available.

**VI. FUNDING AND PAYMENTS**

- A. Contract funds shall be advanced to the Contractor in full upon execution of the Contract.
- B. If Contractor is unable to expend the full contract funding for permitted uses, Contractor shall notify the Department in writing of the amount of funds that will not be used or have not been used. Unused funds shall be returned to the Department upon Department request.

## VII. PROCUREMENT REQUIREMENTS

The Contractor shall follow applicable procurement rules as set out in 2 CFR 200.318-326.

## VIII. ALLOWABLE COSTS

The Contractor may expend Contract funds on, but is not limited to, the following items:

### A. Personnel Costs

1. Straight-time and overtime costs are allowable based on the following table:

Emergency Work Labor Eligibility <sub>1</sub>		
Budgeted Employees	Overtime	Straight-Time
Permanent employee	Eligible	Not Eligible
Seasonal employee working during normal season of employment	Eligible	Not Eligible
Second-level supervisors and above (e.g. commissioners, department directors, etc.) are usually exempt employees and are not directly involved in the project. (Usually covered in Management Costs under FEMA rules)	Not Eligible	Not Eligible
Unbudgeted Employees	Overtime	Straight-Time
Essential employee called back from administrative leave	Eligible	Eligible
Permanent Employee funded from external source <sub>2</sub> and reassigned to perform eligible emergency work that the external source does not fund	Eligible	Eligible
Temporary employee hired to perform eligible work	Eligible	Eligible
Seasonal employee working outside normal season of employment	Eligible	Eligible

Backfill employee even if the backfill employee is not performing eligible work, if the employee he/she is replacing is performing eligible emergency work.	Eligible	Not Eligible
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1 For more details please refer to the PAPPG

2 External source includes but is not limited to, grants from a federal agency or statutorily dedicated funds

2. Fringe costs are allowable as a percentage of hourly pay rate for both straight-time and overtime. Because certain items in a benefit package are not dependent on hours worked (e.g. health insurance), the percentage for overtime is usually lower than for straight time.

For a list of what is included in fringe benefits parties shall refer to the FEMA PAPPG

- B. Indirect costs and/or administrative costs are allowable. These costs are reimbursable at 100% up to 3.9% of eligible program costs. The final cap will be determined by FEMA.
- C. In addition to the allowed costs set out in this Section VIII, Contractor shall follow all other applicable allowable cost rules in accordance with the FEMA PAPPG, 44 CFR parts 206 & 207, and 2 CFR 200.

**Attachment B**  
**Monthly Financial Report**

## Local Health Department Coronavirus Monthly Expenditure Report

Local Health Department Name:

Report Month:

[illegible]

Travel Summary		Destination	Departure Date	Return Date	Per Diem	In State Total Cost	Out State Total Cost	Purpose of Travel

Current Expense Breakout		Vendor	Quantity	Unit Price	Date Purchased	Time Period Used	Total Cost

Data Processing Expenses Breakout		Vendor	Quantity	Unit Price	Date Purchased	Time Period Used	Total Cost

\$

Type of Equipment	Equipment #	Operator	Dates of Use	Equipment Rate	Total Cost

\$

Contract/Pass Through Work Summary				
Contractor	Dates Worked	Billing Invoice #	Total Cost	Services Provided

\$



[illegible][illegible]



Made to move you

DATE: 02/12/2020

TO:  
San Juan County

FROM:  
Otis Elevator Company  
401 Ironwood Drive  
Salt Lake City, UT 84115

EQUIPMENT LOCATION:  
San Juan County Courthouse  
117 So Main  
Monticello, UT 84535

Michael Dahlquist  
Phone: (801) 388-6554  
Fax: (801) 466-1217

PROPOSAL NUMBER: AOO571

**EQUIPMENT DESCRIPTION:**

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	HYDRAULIC	OTIS ELEVATOR COMPANY	ELV #1 *OAD*	654603

**OTIS MAINTENANCE**

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

**OTIS MAINTENANCE MANAGEMENT SYSTEM<sup>SM</sup>**

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS<sup>®</sup> scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

*Under this Contract, we will maintain the Units on the following terms and conditions:*

**PERFORMANCE**

**MAINTENANCE**

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- ☐ Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- ☐ Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- ☐ Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- ☐ Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils,

service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

## **SAFETY AND ENVIRONMENT**

### **SAFETY TESTS – HYDRAULIC ELEVATORS**

We will conduct an annual no load test and annual pressure relief valve test.

### **FIREFIGHTERS' SERVICE TEST**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

### **SAFETY TRAINING**

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

### **ENVIRONMENTAL PROTECTION**

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

### **MAINLINE DISCONNECTS**

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

### **SHARED RESPONSIBILITY**

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by (1) clicking on "The Americas" tab on the left side

## THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

## CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws

**87.162.** The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

The Contract Price will be adjusted annually on the commencement date by the percentage increase or decrease in the straight time hourly labor cost under the IUEC contract then in effect. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, we may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs.

#### **TERM**

The Commencement Date will be 02/01/2020.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed on the fifth anniversary for an additional five (5) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. Thereafter, the Contract will automatically be renewed on each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

#### **PAYMENTS**

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

#### **Electronic Funds Transfer Payments (ACH/EFT)**

##### **Transmission Format**

**Accepting CTX (Corporate Trade Exchange) format only.** This format allows for up to 9,999 invoices per payment and supports detailed remittance data. It allows the combining of multiple invoices on a single payment and will ensure automatic credit to your accounts, as long as the entire Otis invoice number(s) is transmitted in the exact Otis format (examples below).

**CUSTOMER**

Approved by Authorized Representative

Date: \_\_\_\_\_  
 Signed: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Name of Company: \_\_\_\_\_

**Otis Elevator Company**

Approved by Authorized Representative

Date: \_\_\_\_\_  
 Signed: \_\_\_\_\_  
 Print Name: Steve Morley  
 Title: General Manager

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent: \_\_\_\_\_  
 (Name of Principal or Owner)



## SAN JUAN COUNTY COMMISSION

Kenneth Maryboy	Chairman
Willie Grayeyes	Vice-Chair
Bruce Adams	Commissioner
Mack McDonald	Administrator

April 15, 2020

On April 21, 2020, the Board of San Juan County Commissioners approved this letter of support in behalf of the Utah Chapters of Mexican Water, Dennehotso and Oljato's requests of the Utah Navajo Trust Fund (UTNF), Dine' Advisory Committee, and the UNTF Board of Trustees to recognize the public health state of emergency declarations issued by the State of Utah and the Navajo Nation regarding the outbreak of COVID-19, and to take similar action, in appropriating supplemental UNTF funding to address the impact and challenges of the Coronavirus Pandemic.

The Board of San Juan County Commissioners supports the efforts and urges the Utah Navajo Trust Fund Board (UTNF) of Trustees, Governor, and Utah Legislature to seek necessary changes and amendments to UNTF rules, regulations and authorize funds to be used in coronavirus related expenditures and to establish a COVID-19 Response Task Force with other service providers and chapters in developing a Fund Management Plan.

Sincerely,

Kenneth Maryboy  
Commission Chairman

Enclosure: Resolution NUCAPR-818-20



## SAN JUAN COUNTY COMMISSION

Kenneth Maryboy	Chairman
Willie Grayeyes	Vice-Chair
Bruce Adams	Commissioner
Mack McDonald	Administrator

April 21, 2020

Christina Price  
Acting Deputy State Director Lands and Minerals  
Utah State Office  
Bureau of Land Management  
440 West 200 South, Suite 500  
Salt Lake City, Utah 84101-1345

Re: September 2020 Oil and Gas Lease Sale Consulting Party Process

Dear Ms. Price:

Energy development, including oil and gas leasing, has historically been an important component in San Juan County's economy, culture and lifestyle. All of the lease parcels proposed for the September 2020 oil and gas lease sale are within areas known for oil and gas potential and all but one are within San Juan County's Energy Zone which emphasizes energy production.

San Juan County is known for its abundance of cultural and historic sites which contribute to the cultural fabric and lifestyle of the county. Such sites are an important part of the recreation and tourism that are also important contributors to the county's economy. It is county policy to protect and promote appropriate sites.

It is in the county's interest to promote a diversified economy including energy development, recreation and tourism as well as other uses of the public lands. We believe that oil and gas operations can be conducted on the proposed lease parcels in a manner consistent with multiple use management using accepted as well as innovative methods to avoid, minimize or mitigate impacts to cultural and natural resources.

With these stated interests and concerns, San Juan County requests consulting party status in the proposed Section 106 consulting party process for the September 2020 Oil and Gas Lease Sale. The County's contact for this process will be Nick Sandberg (435-587-3223 ext. 4146 or [nsandberg@sanjuancounty.org](mailto:nsandberg@sanjuancounty.org)).

Sincerely,

Kenneth Maryboy  
Chairman



**Memorandum of Understanding**  
Between  
The Department of the Interior, Bureau of Land Management,  
**Monticello Field Office**  
and  
**San Juan County, Utah**  
as a Cooperating Agency  
for Travel Management Planning

**I. Introduction**

This Memorandum of Understanding (MOU) establishes a Cooperating Agency relationship between the Bureau of Land Management (BLM) Monticello Field Office (MFO) and San Juan County, UT ("Cooperator") for the purpose of developing the Bears Ears National Monument (BENM) Travel Management Plan (TMP). Presidential Proclamations 9558 and 9681, along with the *Record of Decision and Approved Monument Management Plan* (MMP) for BENM, direct the BLM to complete travel management planning for both the Indian Creek and Shash Jaa Units of BENM.

The BLM is the lead federal agency for development of the BENM TMP. This MOU describes responsibilities and procedures agreed to by San Juan County as Cooperating Agency and the BLM ("the Parties").

The Cooperating Agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality's National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.6 and 1508.5), the BLM's planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior's Manual regarding NEPA (516 DM 2.5).

**II. Purpose**

This MOU does the following:

- A. Officially designates San Juan County as a Cooperating Agency in the BENM TMP process.
- B. Provides a framework for cooperation and coordination between the BLM and the Cooperator that will provide a process for successful completion of the TMP and environmental assessment (EA) in a timely, efficient, and thorough manner.
- C. Recognizes the BLM is the lead agency with responsibility for the completion of the TMP and the Decision Record (DR).
- D. Describes the respective responsibilities of each of the Parties in the TMP process.
- E. The TMP will not directly address R.S. 2477 assertions. R.S. 2477 rights are determined through a process that is separate from the BLM's travel management planning process.

### III. Authorities for the MOU

A. The authorities of the BLM and San Juan County to enter into and engage in the activities described within this MOU include, but are not limited to:

1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).
2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).

B. Regulations implementing the above authorities:

1. Council on Environmental Quality regulations (40 CFR 1501 et seq.)
2. BLM Planning regulations (43 CFR 1601 et seq.)
3. BLM Designation of Areas and Trails regulations (43 CFR 8342 et seq.)
4. Joint planning efforts authorized by Utah Administrative Code R850-100-300 (2018).

### IV. Roles and Responsibilities

A. BLM Roles and Responsibilities:

1. As lead agency, the BLM retains final responsibility for the TMP process and the content of all TMP, NEPA, and decision documents. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements.
2. The BLM MFO will enable San Juan County to be a meaningful Cooperator by providing opportunities including:
  - a) involvement in identifying issues relative to the TMP process;
  - b) involvement in identifying or providing data that is suitable, available, and relevant to the TMP process;
  - c) opportunity to review and comment on the draft TMP in advance of release to the public, including:
    - b) maps and GIS data of all BLM-inventoried routes being considered for designation;
    - c) preliminary, draft, and final route evaluation reports for each route being considered for designation;
3. The BLM MFO will provide San Juan County three-week advance review periods of relevant data prior to public scoping, the preliminary route evaluation process, and release of the draft TMP.
4. To the fullest extent consistent with its responsibilities as lead agency, the BLM will consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the TMP process, giving particular consideration to those topics on which the Cooperator is acknowledged to possess special expertise.

B. Cooperating Agency Roles and Responsibilities:

1. As a Cooperator, San Juan County will assist the BLM in the identification of issues and concerns along with associated data relative to the TMP process. These items may include:
  - a) Information relative to forest and rangeland health and conditions, and requirements for improving the health of each, and the value of such

- improvements to San Juan County's economic situation.
- b) Information relative to transportation and off-highway vehicle management and its value to San Juan County's economic situation, including current, potential and projected uses of lands within San Juan County and access needs associated with those uses.
  - c) Information relative to recreation and its value to San Juan County's economic situation.
  - d) Information relative to baseline air quality conditions and trends, and other environmental quality issues.
  - e) Information relative to general social and economic conditions within the Travel Management Area (TMA).
  - f) Information relative to water resources within the TMA including among other possibilities, water rights, water quality and quantity, risk factors, condition or trend, or areas where future water developments may be required.
  - g) Other such information that is relevant to TMP or data needs.
2. The Cooperator will provide information, comments, and technical expertise, as well as the associated data and analysis supporting such submissions, to the BLM regarding those elements of the TMP in which it has jurisdiction or special expertise or for which the BLM requests its assistance.
3. Within the areas of its jurisdiction or special expertise, the Cooperator may participate in any of the activities identified in Attachment A. These activities include but are not limited to: providing guidance on public involvement strategies, identifying data needs, and providing written comments on working drafts of the TMP and supporting documents.
4. San Juan County, in its special status as a Cooperating Agency, agrees that all internal working draft documents for the development of the BENM TMP are pre-decisional and will ensure they will not be available for review to individuals or entities other than the Parties to this agreement, subject to any requirements imposed by the Utah Government Records Access Management Act.
5. Should communications with the BLM's contractor become necessary, such communication will only take place through the BLM's representative.
- C. Responsibilities of the Parties:
- 1. The Parties agree to participate in the BENM TMP process in good faith and make all reasonable efforts to resolve disagreements.
  - 2. The Parties recognize the time sensitivity associated with preparation of the BENM TMP in order to meet prescribed timeframes.
  - 3. Each Party agrees to fund its own expenses associated with the BENM TMP process.

## V. Agency Representatives

Each Party will designate a representative and alternate representative to act as points of contact in ensuring coordination between the Cooperator and the BLM during the TMP process. Designations and contact information shall be provided upon signing of this MOU. Each Party may change its representative at will by providing written notice to the other Party.

## VI. Administration of the MOU

- A. This MOU becomes effective upon signature by the authorized officials of the BLM and the Cooperator.
- B. This MOU may be amended through written agreement of all signatories.
- C. If the Parties find they cannot work together toward a common goal and efforts at dispute resolution are unsuccessful, any Party may end its participation in this MOU by providing written notice to the other Party. If not terminated earlier, this MOU will end when the Decision Record (DR) for the BENM TMP is approved by the BLM Authorized Officer.

VIII. Signatures

The Parties hereto have executed this MOU on the dates shown below.

_____	_____
San Juan County Commissioner	Date

_____	_____
Amber Denton Johnson Acting Field Manager Monticello Field Office Bureau of Land Management	Date

Attachment A

Cooperating Agency Participation in the BLM Monticello Field Office's BENM TMP

	<b>TMP Stage</b>	<b>Potential Activities of Cooperating Agencies (CAs) within their acknowledged areas of jurisdiction or special expertise</b>
1	Initiation	Meet with the BLM to become familiar with travel management process and identify opportunities to participate.
2	Collect inventory data from CA	Identify data needs; provide data and technical analyses within the CA's jurisdiction or special expertise.
3	CA review of route inventory data	Once the BLM has compiled GIS route inventory data, provide comments to the BLM during a three-week review.
4	Conduct public route inventory verification	CAs may provide additional comments during public route inventory verification process if so desired.
5	Develop a reasonable range of alternative designated route networks	Collaborate with BLM MFO in developing alternatives. <b>[Decision to select alternatives for analysis is reserved to the BLM.]</b>
6	Conduct interdisciplinary route evaluation meetings	CA may physically participate in the route evaluation meetings or they may provide information on specific routes that would inform the route evaluation.
7	CA review of preliminary route evaluation process	Provide comments to the BLM during a three-week review period regarding the results of the interdisciplinary preliminary route evaluation process, including the travel management plan scoping report, maps of preliminary route designation alternatives, draft route reports, and the baseline monitoring report for disturbances within WSAs, natural areas, and BLM-inventoried lands with wilderness characteristics.
8	Conduct public scoping	May include but is not limited to: Provide input on issues that may help drive general alternative development; identify relevant local and regional organizations and interest groups; identify connected, similar, and cumulative actions; identify other relevant agencies. CAs may provide additional comments during public scoping if so desired.
9	Post preliminary route evaluation process documents online	Commensurate with the level of public and stakeholder interest in the TMP, the BLM may seek further public and stakeholder interest through public meetings and/or other engagement efforts regarding the preliminary route evaluation documentation. It remains the discretion of each field office to determine whether a formal public comment period is warranted at this stage. The BLM may hold a CA meeting.
10	Finalization of documentation and preparation of draft TMP	<b>[Action reserved to the BLM.]</b>

11	CA review of administrative draft TMP	Provide comments to the BLM during a three-week review period on the administrative draft TMP.
12	Public Comment Period	The BLM will release draft TMP and EA, updated draft route reports, and associated maps/GIS data for a public comment period. The CAs may provide written, public comments on draft if desired. <b>[Decision to select a preferred alternative and to issue a draft is reserved to the BLM.]</b>
13	Respond to comments	As appropriate, review comments within the CA's jurisdiction or special expertise and provide assistance in preparing the BLM's responses.
14	Issue final TMP, EA, Decision Record, and associated map/GIS data to the public	<b>[Action reserved to the BLM.]</b>
15	Sign Decision Record (DR)	<b>[Action reserved to the BLM.]</b>

Attachment A  
Primary and Secondary Agency Points of Contact

BLM Primary Point of Contact:

Misti Haines  
Outdoor Recreation Planner  
Monticello Field Office  
BLM Utah  
365 North Main  
P.O. Box 7  
Monticello, UT 84535  
Office: (435) 587-1519  
[mhaines@blm.gov](mailto:mhaines@blm.gov)

BLM Secondary Point of Contact:

Jake Palma  
Monument Manager  
Bears Ears National Monument  
BLM Utah  
365 North Main  
P.O. Box 7  
Monticello, UT 84535  
Office: 435-587-1539  
Cell: 435-459-9461  
[jepalma@blm.gov](mailto:jepalma@blm.gov)

San Juan County Primary Point of  
Contact:

San Juan County Secondary Point of  
Contact:



**BEARS EARS NATIONAL MONUMENT**  
**Travel Management Plan (TMP) Area Map**

 BENM Travel Management Area

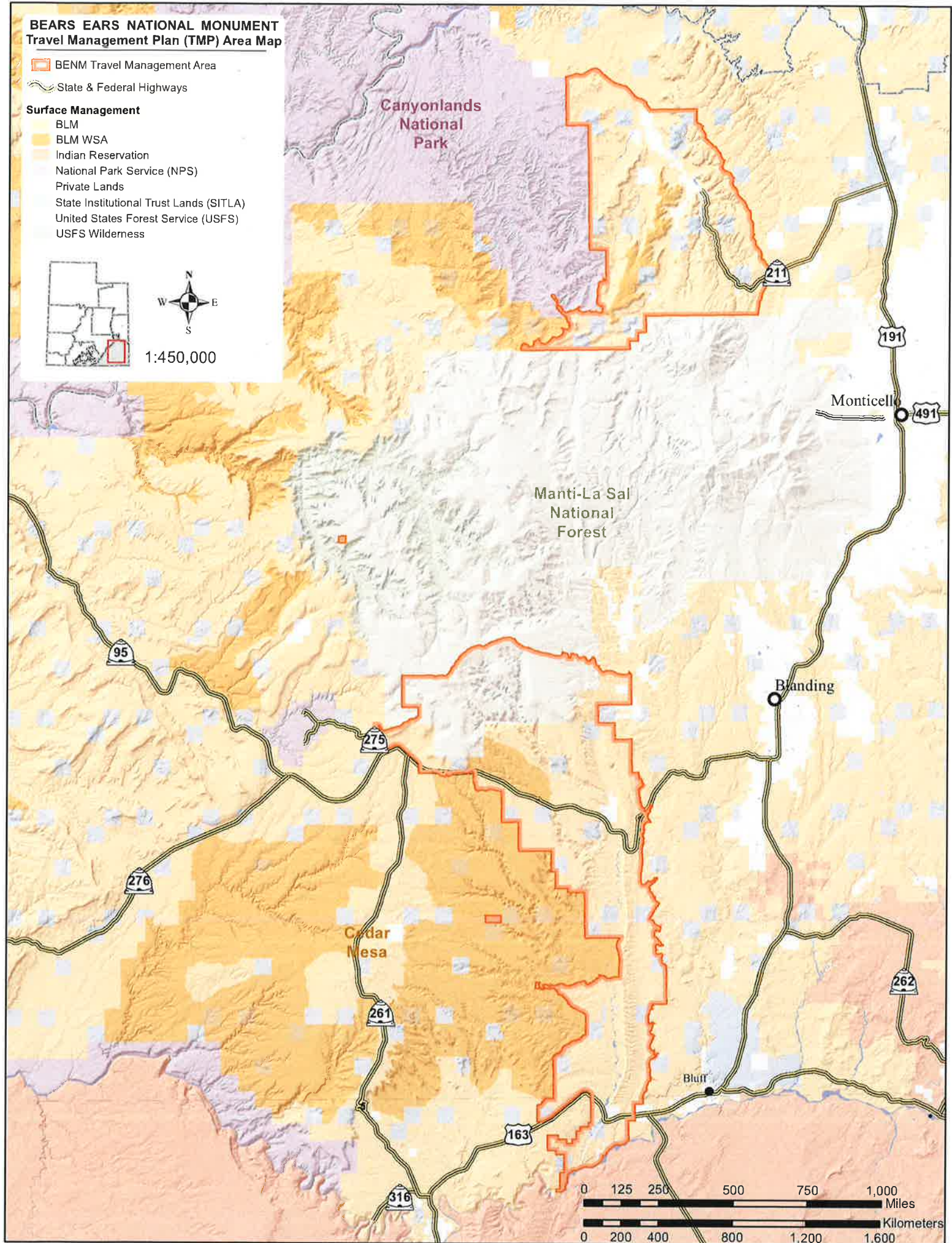
 State & Federal Highways

**Surface Management**

- BLM
- BLM WSA
- Indian Reservation
- National Park Service (NPS)
- Private Lands
- State Institutional Trust Lands (SITLA)
- United States Forest Service (USFS)
- USFS Wilderness



1:450,000







## **Empire Electric Association, Inc.**

801 N. Broadway P.O. Drawer K Cortez, CO 81321-0676 Phone (970) 565-4444  
www.eea.coop

April 8, 2020

San Juan County,  
P O Box 338  
Monticello, UT 84535-0338

Re: New Electrical Service at 885 E. Center St  
Project Number: 226751

We have designed a project to provide this new electric service. The enclosed construction requirements page provides details about the proposed new service and what steps you need to take in order to get the construction scheduled. Other forms are attached if required.

**If there is anything shown on the forms that don't match your plans, let Greg South (970) 564-4447 know as soon as possible.**

Empire Electric will not schedule this construction until you have met all requirements on the enclosed page. **Should you have any questions concerning scheduling of construction, please allow three days following Empire's receipt of all items needed, then direct your question to Scott Twilley, Line Superintendent at (970) 564-4414 or 1-800-709-3726.**

If you have any questions regarding the contract paperwork, contact Greg South at (970) 564-4447.

Sincerely,

Greg South  
Line Design Technician

enclosures



## Empire Electric Association, Inc

801 N Broadway/ Cortez, CO 81321/ (970) 565-4444

## Electric Service Construction Requirements

### SERVICE

Service Order Number:	226751
Applicant (person or entity to receive electric bills)	San Juan County
Service Address:	885 E. Center St
Use of Service:	Maintenance/Office Building

### COST

Total Estimated Construction Cost:	\$ 41,755.71
Portion Paid by Empire Electric:	\$ 15,748.83
Additional Empire Cost:	\$ 2,266.00
Total Paid By Empire Electric:	\$ 18,014.83
Applicant Portion:	\$ 26,006.88
Additional Applicant Cost: <i>MISC. METERING EQUIPMENT</i>	\$ 954.95
Standard Construction Allowance:	\$ 0.00
Engineering Deposit Credit:	\$ 0.00
Share of Construction Cost to be Paid by Applicant:	\$ 26,961.83
Billing Deposit:	\$ 0.00
Total Amount Due Prior to Construction Scheduling:	\$ 26,961.83

Estimated construction costs are for the specified design shown on the enclosed approval form and are valid for six months from 04/08/2020. If you want to change the design, we will re-estimate the construction costs and provide a revised approval form for your signature that addresses the agreed upon design. In addition to all charges shown above, a \$20.00 connect fee will be applied to your first bill for the costs of connecting the service and for setting you the new billing account.

### BILLING DEPOSIT

There are a number of options available to you in lieu of this cash deposit. If you are interested in using one of these options, contact any consumer service representative at our office. If a billing deposit is required, it must either be paid along with the construction cost or if applicable arrangements must be made prior to construction scheduling.

### REQUIREMENTS TO BE COMPLETED BEFORE CONSTRUCTION SCHEDULING

- ☒ 1. Sign and return the Empire Electric copy of the enclosed contract. Signature(s) on the contract need to match the names on the account as indicated on the top line of the contract. Keep the applicant copy for your records.
- ☒ 2. Sign and return one copy of the enclosed approval form sketch. You need to provide the contractor copy to the appropriate contractors doing trenching and wiring. Keep consumer copy for your records.
- ☐ 3. Sign and return the enclosed easement form. This form requires that all signatures indicated on the form be provided and notarized. This form will be recorded as a public record. Keep the additional copy for your records.
- ☐ 4. Sign, notarize and return the enclosed Membership Form. Keep the applicant copy for your records.
- ☐ 5. Please fill out the enclosed applicant information sheet and return it. The form is required for all new members.
- ☒ 6. Provide total amount as indicated above.
- ☐ 7. Please sign one copy of the "Agreement for Alteration of Facilities" form; the other is for your records.
- ☐ 8. Sign, Date and Return Pole Release Form.
- ☐ 9. Other.

## **Agreement for Electric Service**

This Agreement for Electric Service (this "Agreement") is dated effective as of \_\_\_\_\_ ("Effective Date") by and between EMPIRE ELECTRIC ASSOCIATION, INC., a Colorado cooperative association, whose address is P.O. Drawer K, Cortez, Colorado 81321 (hereinafter called the "Cooperative"), and San Juan County whose address is PO Box 338, Monticello, UT 84535-0338 (hereinafter called the "Applicant").

The Cooperative shall sell and deliver to the Applicant, and the Applicant shall purchase all of the electric power and energy which the Applicant may need at the location commonly known as Colorado Dept Transportation, Region 5 Office, and described in Exhibit A, attached hereto and by this reference made part hereof, including any amendments thereto, upon the following terms:

### **1. SERVICE CHARACTERISTICS**

- a. Service hereunder shall be sixty cycles, Three Phase 120/208 volt 4-wire, max 150 Kva delivered to Applicant's Point of Delivery as described in Exhibit A (the "Point of Delivery").
- b. The Applicant shall not resell electric power and energy purchased hereunder, unless written approval is first obtained from the Cooperative.
- c. The Applicant shall meet the operation parameters specified by the latest version of IEEE 519. Any power quality issues created by the Applicant's equipment shall be promptly remedied at the Applicant's expense. The Cooperative shall have the right to disconnect service if power quality issues are not remedied.

### **2. PAYMENT FOR CONSTRUCTION OF FACILITIES AND EQUIPMENT**

- a. Cooperative shall install a distribution line and associated electrical equipment to Applicant's Point of Delivery (the "Project"). Applicant agrees to remit payment for all reasonable and necessary costs incurred by Cooperative and associated with said installation, including all incidental costs and fees associated therewith. Cooperative estimates that the total cost chargeable to Applicant for the Point of Delivery will be approximately \$26,961.83. [ALT PROVISIONS: Cooperative hereby acknowledges deposit of the estimated cost in good funds by Applicant / Applicant hereby agrees to deposit the estimated costs with Cooperative within five days from the Effective Date of this Agreement.]
- b. Within a reasonable time following completion of construction and installation of the facilities specified in Section 2.a above, Cooperative shall provide Applicant with an accounting, in reasonable detail, of the actual costs incurred in performing such construction. Applicant will be responsible for the reasonable actual costs to provide the facilities specified in Sections 2.a above. Any difference, over or under, between (i) the amount deposited by Applicant and (ii) the actual reasonable costs of construction

will be reconciled and notified to Applicant. Applicant shall pay to Cooperative any deficiency within thirty (30) days of the reconciliation. All invoices submitted to Applicant pursuant to this Section 2.b shall be due in the same manner as described in Section 4 below.

- c. Cooperative agrees that all costs shall be prudent in incurrence and amount under the circumstances surrounding the contemplated construction and not in excess of those amounts which Cooperative would allow were it constructing the facilities with funds to be reimbursed through electric rates.
- d. The parties agree that any equipment, facilities, electric lines, or other items installed pursuant to this Agreement shall be owned solely by Cooperative and shall not be the property of Applicant.

### **3. APPLICANT PROVIDED ITEMS**

- a. Applicant agrees to provide Cooperative an easement, in a form mutually acceptable to both parties, for Cooperative owned distribution line and equipment. Applicant understands that additional easements may be required to provide the new service.
- b. Applicant shall provide Cooperative an approved State of Colorado electrical inspection prior to taking service.

### **4. PAYMENT OF MONTHLY ENERGY USE AND FLAT CHARGES**

- a. After the contemplated new facilities begin commercial operation or 30 days after the Cooperative notifies the Applicant in writing that service is available hereunder, whichever shall occur first, the initial billing period shall commence and Applicant shall pay the Cooperative for power and energy received hereunder at the rates and upon the terms and conditions set forth in Rate Tariff 6A-6C, or any amendment thereof made by the Board of Directors of the Cooperative pursuant to its Bylaws and policies and in accordance with applicable law. The Tariff shall be available to Applicant upon request.
- b. Should the Applicant cease to take service any time during the term of this Agreement, at the Cooperative's discretion, the Cooperative may remove the facilities installed for the sole benefit of the Applicant and charge Applicant for the cost of removal.
- c. Bills for service hereunder shall be paid at the office of the Cooperative in Cortez, State of Colorado.
- d. Such payments shall be due on the tenth (10<sup>th</sup>) day following the mailing date of the bill for services furnished during the preceding monthly billing period. If the Applicant shall fail to make timely payment for electric service furnished hereunder, late charges may be assessed in accordance with the Cooperative's Tariff. In addition, the Cooperative may discontinue electric service on the eleventh (11<sup>th</sup>) day (or later) after Applicant has received written notice of non-payment when due. Such discontinuance of service shall not relieve the Applicant of any of its obligations under this Agreement.

- e. Disputed bills shall be handled in accordance with the Cooperative's Rules and Regulations. If Applicant disputes any bill received from Cooperative, Applicant shall provide written notice to Cooperative prior to the time that payment is due, stating the reasons therefore. Cooperative shall promptly investigate the complaint. However, such notice shall not excuse prompt payment of the bill by Applicant. If the bill is found to be incorrect, the Cooperative shall refund the amount of overpayment or credit the amount of overpayment to Applicant on the next bill rendered. If the dispute is not settled by Cooperative's Management, Applicant may file a dispute with the Board of Directors of the Cooperative in accordance with applicable Cooperative Policy.

## **5. MEMBERSHIP**

- a. Applicant agrees to continue to be bound by the Cooperative's Rules and Regulations (the "Rules and Regulations"), the Bylaws, and provisions of the Articles of Incorporation, all of which shall apply to the new facilities.

## **6. CONTINUITY OF SERVICE**

- a. The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, Governmental authority, natural causes, maintenance work required by prudent utility practice, public enemy, accident, strikes, labor trouble, inability to secure right-of-way, or any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable for any damages caused thereby.
- b. Applicant acknowledges the necessity of testing and routine maintenance of the facilities and equipment associated with the new service. This includes regulatory required testing/maintenance and standard electric utility practices, all of which Applicant has been or will be made aware of by Cooperative if Applicant is to be responsible for such testing/maintenance/practices.

## **7. LIABILITY**

- a. Applicant shall indemnify, and hold harmless Cooperative, its members, officers, directors, employees, and agents from any and all claims for bodily injury or damage to property to the extent occurring as a result of Applicant's acts or omissions under this Agreement.
- b. Cooperative shall indemnify, and hold harmless Applicant, its other partners, and its and their respective officers, directors, employees, and agents from any and all claims for bodily injury or damage to property to the extent occurring as a result of Cooperative's or its member(s)' acts or omissions under this Agreement.
- c. Nothing contained in this Section 7 shall be construed as relieving or releasing a party from liability for injury or damage, wherever occurring, resulting from its own negligence or the negligence of any of its members, officers, directors, employees, or agents, and in the event of concurrent negligence, liability will be allocated based on

the parties' comparative negligence in accordance with Colorado law.

#### **8. RIGHT OF ACCESS**

- a. Duly authorized representatives of the Cooperative shall be permitted, and Applicant hereby grants a license to the Cooperative, to enter mutually acceptable non-secured portions of Applicant's premises at all reasonable times in order to carry out the provisions hereof. Said license shall include, but not be limited to, the right for the Cooperative's duly authorized representatives to enter mutually acceptable non-secured portions of Applicant's premises to install, locate, operate, maintain, repair and/or replace any equipment or facilities necessary to supply the electric power and energy called for in this Agreement.

#### **9. TERM**

- a. The initial term of this Agreement shall be from the Effective Date set forth above until one month following the start of the initial billing period. After the initial term, this Agreement will continue and electric service will be provided in accordance with the Rules and Regulations and current rate schedules until terminated by either party with sixty (60) days written notice.

#### **10. AUTHORITY AND APPROVAL**

- a. Each party to this Agreement warrants that it has full authority to enter into this Agreement and bind the party or entity to its terms and provisions.
- b. This Agreement shall not be effective unless approved in writing by the Administrator of the Rural Utilities Services, if such approval is required.
- c. Applicant agrees to pay Cooperative all costs of collection, which shall include a collection fee equal to thirty-five percent (35%) of the delinquent amount, all reasonable attorneys' fees and costs, and any other amounts reasonably incurred to collect any past due amounts, upon failure to pay in the manner herein agreed upon for electric power and energy delivered in accordance with this Agreement. Cooperative reserves the right to modify the thirty-five percent (35%) collection fee upon notice to the Applicant.

#### **11. MISCELLANEOUS PROVISIONS**

- a. Effect of Headings. The section and subsection headings contained herein are for convenience only and shall not affect the construction hereof.
- b. No Third-Party Beneficiary; No Assignments; Entire Agreement. This Agreement is and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The provisions of this Agreement are solely for the benefit of the parties and are not intended to confer upon any person or entity, except the parties and their successors and assigns, any rights or remedies hereunder. This Agreement (i) is not assignable without the written consent of the non-assigning

party, which consent shall not be unreasonably withheld, provided that such consent shall not be required for assignment to an affiliate, (ii) states the entire agreement between the parties as to the subject matter of this Agreement, and (iii) merges and supersedes all previous communications and agreements related thereto.

- c. Modification. No addition or modification of this Agreement will be binding on any party, unless reduced to writing and signed by all parties.
- d. Execution of Additional Documents. The parties agree to execute such additional documents as may be necessary from time-to-time to effectuate the purposes of this Agreement.
- e. No Waiver. Except as otherwise expressly provided in this Agreement, no failure or delay of either party in exercising any power, right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right or power, or any power, preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- f. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be legal, valid, and enforceable under applicable law, but if any provision of this Agreement shall be held by a court having jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction, the remaining provisions of this Agreement will remain in full force and effect as if it had never contained such illegal, invalid, or unenforceable provision. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this Agreement to replace the illegal, invalid or unenforceable language with legal, valid and enforceable language which as closely as possible reflects such intent.
- g. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to principles of conflict or choice of laws.
- h. Attorney's Fees. In the event this Agreement becomes the subject of a dispute, then the prevailing party shall be entitled to the reasonable attorney fees and costs it incurs from the losing party.
- i. Notices. Any notices provided for in this Agreement shall be deemed duly given when mailed or electronically transmitted, to the parties at the address first set forth above. Notices shall be effective upon receipt during normal business hours; and if received outside of normal business hours, receipt shall be deemed to occur on the immediate next business day.
- j. Counterparts. A copy of this Agreement may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed a full and complete contract between the parties. Faxed or electronic images of signatures shall have the same force and effect as original signatures.

San Juan County  
SO#226751

IN WITNESS HEREOF, the parties hereto have executed this Agreement effective as of the Effective Date set forth above.

**EMPIRE ELECTRIC ASSOCIATION, INC.**

By: 

Date: 3/3/20

Clint Rapier  
Name

System Engineer  
Title

San Juan County

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Authorized Signatory

**PLEASE SIGN, DATE, AND RETURN TO EMPIRE ELECTRIC**



**Exhibit A**

**Description and Location of Service**

Type of operation:	New Three Phase Service
Use of service:	Office/Maintenance Building
Service will be made available on or before:	
Size of largest motor:	
Point of delivery:	885 E. Center St
Service address:	885 E. Center St
Cooperative's map location identifier:	0895590-462400
Section:	30
Township:	33S
Range:	24E
Applicant's name:	San Juan County
Applicant's business address:	P O Box 338 Monticello, UT 84535-0338
Applicant's mailing address:	P O Box 338 Monticello, UT 84535-0338

EMPIRE ELECTRIC ASSOCIATION INC  
CORTEZ, COLORADO

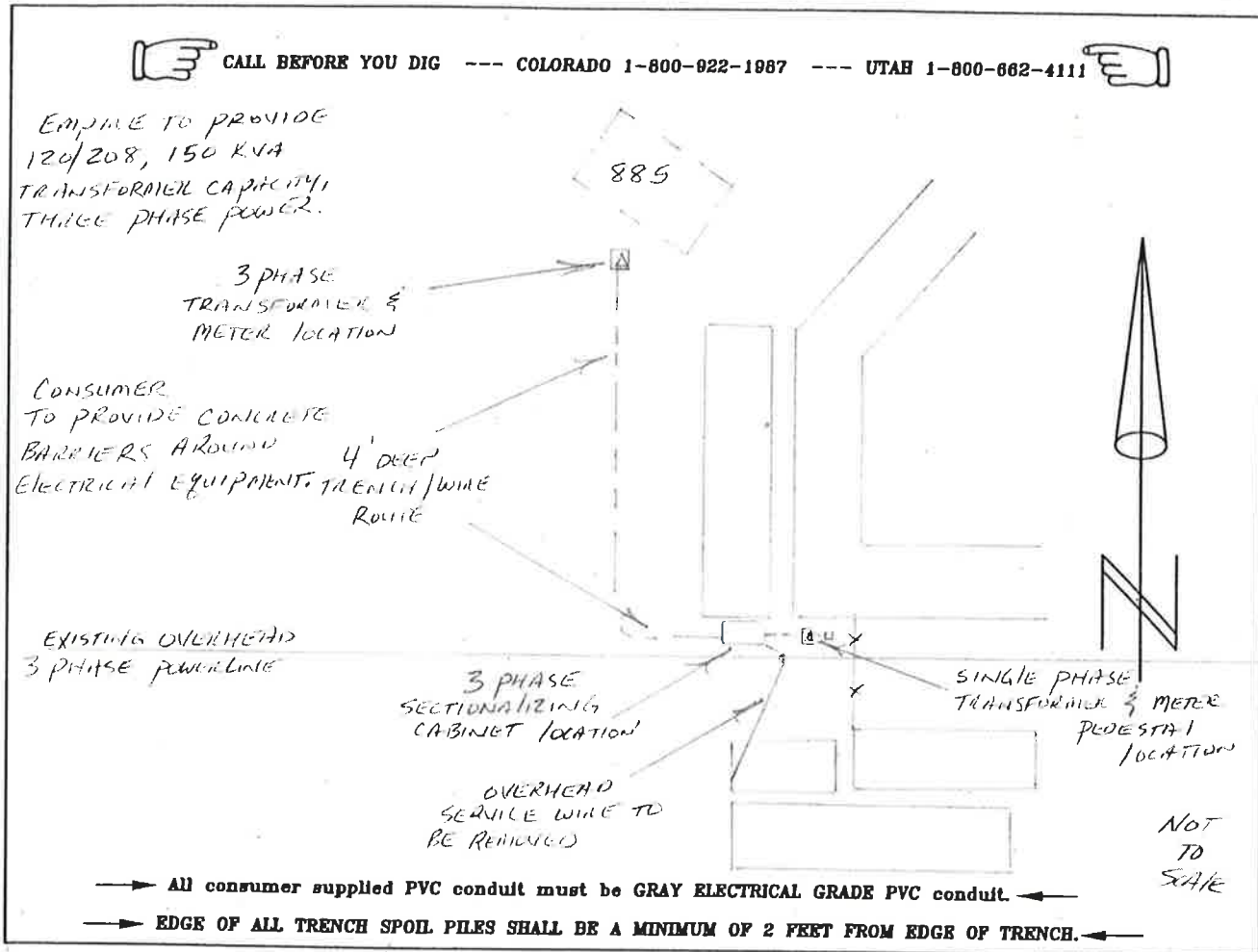
W.O. # 226751  
H 4525

APPROVAL OF METER AND UNDERGROUND SERVICE LINE LOCATION

Service Address 885 E CENTRAL ST

Location # 0895590-462400

Map # 8930-461



→ SEE DETAIL SKETCH ON BACK. ←

RELAY THIS INFORMATION TO YOUR ELECTRICIAN/CONTRACTOR. ←

The consumer or contractor will provide a minimum of 4/2 foot deep trench on this service extension and will be responsible for providing sand or soft dirt bedding as required. The consumer or contractor will have said trench and required bedding prepared prior to the arrival of Empire Electric crews and will backfill same in the presence of Empire Electric's construction personnel. Any additional crew hours spent due to the failure of the consumer or contractor to comply with the above requirements will be billed to the consumer. Service line will remain unenergized until the trenches are properly backfilled on both sides of the meter and the consumer service beyond the meter has been inspected and approved by the appropriate inspection authority.

I have read and do understand the requirements noted above and agree to the service line and meter location as shown in the above sketch.

Date \_\_\_\_\_

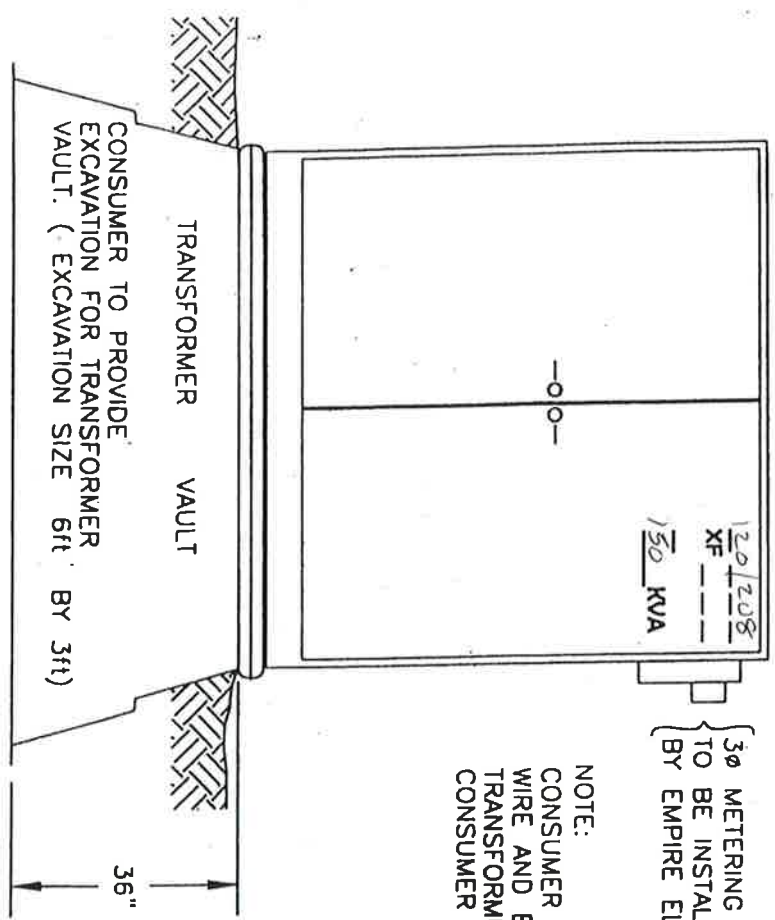
Signed \_\_\_\_\_

PLEASE SIGN, DATE, AND RETURN TO EMPIRE ELECTRIC

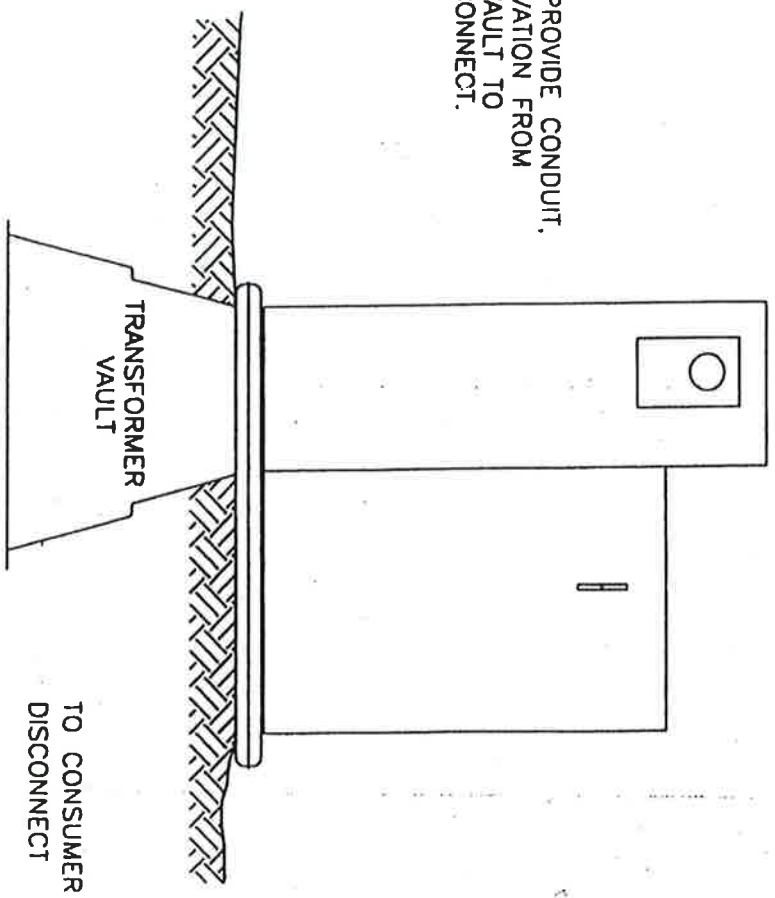
Name San Juan County

EMPIRE ELECTRIC ASSOCIATION INC  
CORTEZ, COLORADO  
METERING ON TRANSFORMER

W.O. # 226751  
# 4525



NOTE:  
CONSUMER TO PROVIDE CONDUIT,  
WIRE AND EXCAVATION FROM  
TRANSFORMER VAULT TO  
CONSUMER DISCONNECT.



N  
S  
E  
W  
FRONT FACE VIEW

N  
S  
E  
W

SPECIAL NOTE

N  
S  
E  
W

RIGHT SIDE VIEW

N  
S  
E  
W

BEFORE SERVICE IS ENERGIZED!!

All consumer wiring shall be inspected and approved by the appropriate inspection authority. Also if applicable all trenches for underground consumer wiring shall be completely backfilled.

DATE

SIGNED



EMPIRE ELECTRIC ASSOCIATION, INC

Name of utility

29th Revised

Cancels

28th Revised

CO &amp; UT

3

Sheet No.

6A

Sheet No.

6A

## LARGE POWER SERVICE

(Rate Title Or Number)

AVAILABILITY:

Available to all services requiring not less than 37.5 kVA of equipment capacity.

RATE

TYPE OF SERVICE:

Three-phase or single-phase, 60 cycles, at existing voltages.

RATE:

The monthly rates for electric service provided shall be composed of the following rate components:

Grid Access Charge per month	\$231.15
Distribution Demand Charge per kW of Distribution Billing Demand	\$10.25
Generation Demand Charge per kW of TPP/MCP Billing Demand	\$10.25
Transmission Demand Charge per kW of TPP/MCP Billing Demand	\$9.09
Energy Charge per kWh	\$0.04204

Subject to any applicable franchise fees and/or sales tax.

DETERMINATION OF BILLING DEMANDS:

The Distribution Billing Demand shall be the maximum average kilowatt load used by the Customer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered.

TPP/MCP Billing Demand is the measured demand at Empire's highest thirty (30) minute integrated total demand measured in each monthly billing period during the Tri-State Generation and Transmission Association, Inc.'s Peak Period.

Tri-State Generation and Transmission Association, Inc.'s Peak Period is from 12:00 PM (noon) through 10:00 PM (the billing ½ hour period ending 12:30 PM through the billing ½ hour period ending at 10:00 PM) daily, Monday through Saturday, with the exception of the following six (6) holidays if occurring on Monday through Saturday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Advice Letter

143

Signature of Issuing Officer

Issue Date

11/13/2018

Decision or  
Authority No.Board Action  
11/09/2018

General Manager

Title

Effective Date

01/01/2019

EMPIRE ELECTRIC ASSOCIATION, INC

name of utility

11th Revised

Cancels

10th Revised

CO &amp; UT

3

Sheet No.

6B

Sheet No.

6B

## LARGE POWER SERVICE

(Rate Title Or Number)

RATE

MINIMUM BILL:

The minimum monthly charge under the above rate shall be the highest of the following charges as determined for the consumer in question:

1. The minimum monthly charge as specified in the contract for service.
2. The Grid Access Charge

POWER FACTOR:

The Customer agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at any time. Should such measurement indicate that the power factor at the time of their maximum Distribution Billing Demand is less than 95%, the demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by 95% and divided by the percent power factor.

CONDITIONS OF SERVICE:

1. Motors having a rated capacity in excess of ten horsepower (10 hp) must be three phase.
2. All wiring, pole lines, and other electrical equipment beyond the metering point shall be considered the distribution system of the consumer and shall be furnished and maintained by the consumer unless otherwise specified in the contract for service.
3. If service is furnished at primary distribution voltage, a discount of twenty five cents (\$0.25) per kW of Distribution Billing Demand shall apply to the Distribution Demand Charge.
4. The Cooperative shall have the option of metering at secondary voltage and adding the established transformer losses to the metered kilowatt hours and kilowatt demand.

Advice Letter No. 140

Decision or  
Authority No. Board Action  
11/10/2017

Signature of Issuing Officer

General Manager

Title

Issue Date 11/13/2017

Effective Date 01/01/2018

T  
T

EMPIRE ELECTRIC ASSOCIATION, INC

name of utility

Cancels

9th Revised

8th Revised

CO & UT

3

Sheet No.

6C

Sheet No.

6C

LARGE POWER SERVICE

(Rate Title Or Number)

TERMS OF PAYMENT:

The monthly bill will be rendered at the above rate. A late payment charge of one and one-half percent (1.5%) of the total balance due will be assessed if the bill is not paid by the due date.

POWER COST ADJUSTMENT CLAUSE:

The power cost adjustment applies to all billings under this rate schedule. The clause is described in Tariff No. 9 - Power Cost Adjustment Clause

ELECTRIC SERVICE REGULATIONS:

Service under this schedule will be in accordance with the terms of the Rules and Regulations of the Cooperative as approved by the Cooperative's Board of Directors and any regulatory authorities having jurisdiction.

RATE

Advice Letter No.

140

Decision or  
Authority No.

Board Action  
11/10/2017

Signature of Issuing Officer

General Manager

Title

Issue Date

11/13/2017

Effective Date

01/01/2018

**SAN JUAN COUNTY  
ORDINANCE #2020 - \_\_\_\_\_**

**AN ORDINANCE ADOPTING THE RULES, PROCEDURES,  
AND BYLAWS FOR THE SAN JUAN COUNTY ECONOMIC DEVELOPMENT  
BOARD**

**WHEREAS**, the San Juan County Economic Development Board is established in accordance with U.C.A. Section 17-54-104 of Utah SB 0095. The San Juan County Economic Development Board exercises authority and assumes responsibilities delegated to it under these authorities; and

**WHEREAS**, the San Juan County Economic Development Board, hereinafter referred to as “the CED Board,” shall be governed by State statutes and County ordinances and policies; and

**NOW, THEREFORE BE IT RESOLVED** that San Juan County does hereby establish the following rules, procedures and bylaws for the CED Board as follows:

**ARTICLE I  
NAME OF ORGANIZATION**

The San Juan County Economic Development Board (the “CED Board”).

**ARTICLE II.  
BOARD PURPOSE**

**Section 1. CED Purpose**

This CED Board is organized exclusively to further economic development, workforce opportunities, business expansion and retention, and new business opportunities/services across San Juan County. The CED Board will liaise with the newly formed Rural County Grant Program (“RCGP”), created by Utah SB 0095 (Economic Development Amendments, 2020), which mandates that for each rural county to apply they must have an active CED Board in place.

**Section 2. Specific Purpose**

The RCGP shall be overseen by the Rural Partnership Board and Administered by the Office of Rural Development. The CED board shall assist and advise San Juan County Commission on:

- Applying for grants under the RCGP
- What projects should be funded by grant money provided to a rural county under RCGP
- Preparing reporting requirements for grant money received by a rural county under RCGP

### **Section 3. Additional Purpose**

The Board shall also be used in offering guidance and direction relating to economic development, workforce opportunities and all other business coordination efforts throughout the entire County with projects and the establishment of economic development goals to be presented to the San Juan County Board of Commissioners for the County.

## **ARTICLE III MEMBERSHIP**

### **Section 1. Eligibility for Membership**

The San Juan County Commission shall appoint members of the CED Board in accordance with U.C.A. Section 17-54-104 of Utah SB 0095, in addition to the following that each CED Board shall be composed of at least the following members:

- County Administrative and Economic Development Staff
- A representative from each municipality in the County
- A workforce development representative
- A private sector representative
- A member of the public who lives in the County
- A member of the Chamber of Commerce

Note, additional members can be added at the County's discretion, but are not mandatory. Members are appointed at the behest of the San Juan County Commission, applications shall be open to any current resident, property owner, business operator, or employee of the County. In appointing members of the CED Board, the County encourages and supports equal opportunities for all Boards and Committees and encourages women, minorities, and the disabled to apply.

### **Section 2. Candidate Qualifications**

CED Board candidates shall be a resident and registered voter of San Juan County with experience or knowledge in economic development or tourism, knowledge of County and local issues, a good listener, ability to communicate, and be analytical.

### **Section 3. Rights of Members**

Each member shall be eligible to appoint one voting representative to cast the member's vote in association elections.

### **Section 4. Resignation and Termination**



Any member may resign by filing a written resignation with the Board. A member can have their membership terminated by the San Juan County Commission.

### **Section 5. Non-voting Membership**

The Board shall have the authority to establish and define non-voting categories of membership to the extent it sees that necessary.

## **ARTICLE IV MEETINGS OF MEMBERS**

### **Section 1. Regular Meetings**

The CED Board meets quarterly on the second Monday of the first month of that quarter. Additional meetings may be added, if necessary, to provide input and direction to San Juan County Economic Development & Visitor Services staff. Meetings will be held in Monticello at 117 South Main Street in the Commission Chambers. Unless otherwise advertised, regular meetings of the members shall be held monthly, at a time and place designated by the board chair.

### **Section 2. Annual Meetings**

An annual meeting of the members shall take place in the month of September, the specific date, time and location of which will be designated by the chair. At the annual meeting the members shall elect officers, receive reports on the activities of the association, and determine economic priorities for consideration in the coming year.

### **Section 3. Special Meetings**

Special meetings may be called by the chair or a simple majority of the Board of Directors.

### **Section 4 Notice of Meetings**

Electronic notice of each meeting shall be given to each voting member not less than two days prior to the meeting. The Board will also follow The Open and Public Meetings Act (Utah Code Title 52, Chapter 4), with the exception of certain matters that may be discussed in "closed meetings." Closed meetings should be limited to discussion as defined in State Code. In accordance with the Open and Public Meetings Act notice and the agendas of public meetings be available to the public.

### **Section 5. Quorum**

A quorum for a meeting of the members shall consist of at least [sixty percent (60)%] of the active membership. The presence, in person or via phone, of a majority of current members of

the Board of Directors shall be necessary at any meeting to constitute a quorum to transact business, but a lesser number shall have power to adjourn to a specified later date without notice.

## **Section 6. Voting**

All issues to be voted on shall be decided by a simple majority of those present at the meeting in which the vote takes place.

# **ARTICLE V MEMBER RESPONSIBILITIES & TERM**

## **Section 1. Member Responsibilities**

All applications for the RCGP shall be received, reviewed, and voted on by the members of the CED Board. Applications that are approved will be submitted to the Office of Rural Development in collaboration with the rural partnership board in accordance with SB 0095 and Title 63G, Chapter 3, Utah Administrative Rulemaking Act.

The Board will ensure that approved grants meet eligibility and reporting criteria for a Rural County to receive grant money under SB 0095 Subsection (4)(b), including relevant submission forms, reporting requirements, and deadlines.

The Board will not recommend more than \$800,000 of aggregate grant awards annually and will work with County leaders to prioritize applicants that:

- Align with the existing priorities and goals as defined in San Juan County's existing Economic Development Plan
- Are consistent with local economic development priorities as defined in San Juan County's General Plan & Strategic Economic Development Plan
- Demonstrate clear economic need
- Utilize local or in-kind resources in combination with the grant
- Have evidence that jobs will be created
- Have evidence that there will be a positive return on investment

## **Section 2. Reporting Responsibilities**

On or before September 1st of each year, if the county has received a grant under the RCGP in the previous 12 months, the Board shall provide a written report to the Rural Partnership Board that describes:

- The amount of grant money the County has received;

- How grant money has been distributed by the County, including what companies or entities have utilized grant money, how much grant money each company or entity has received, and how each company or entity has used the money;
- An evaluation of the effectiveness of awarded grants in improving economic development in the county, including the number of jobs created, infrastructure that has been created, and capital improvements in the County;
- How much matching money has been utilized by the County and what entities have provided the matching money;
- Any other reporting, auditing, or post-performance requirements established by the Office of Rural Development in collaboration with the Rural Partnership Board under Subsection (6) in SB 0095.

Note, County staff may be appointed to assist with the creation of reporting documents.

### **Section 3. Tenure, Requirements, and Qualifications**

Appointed members of the CED Board shall serve an initial two-year term. At the conclusion of the initial term, the San Juan County Commission may decide to retain the members for additional terms or appoint new members. Terms will be staggered to always maintain experience and tenured Board members.

Each member of the Board of Directors shall attend at least 75% of the meetings of the Board per year. Failure to attend a minimum of 75% of the meetings may result in removal from the Board.

To remain in good standing, CED Board members must attend regularly scheduled meetings in compliance with the following guidelines:

- A CED member that is absent for more than three (3) of the regular scheduled meetings in a year, without being excused for official County or excusable business, will be automatically dismissed from the San Juan County CED Board. Meetings that are changed or rescheduled after the official dates have been posted for the year do not apply towards attendance requirements.
- If a CED member has attended two committee meetings, as a committee member, this would excuse one (1) absence from the regularly scheduled meetings, which is a privilege that could be taken advantage of only one time per year, per member.
- A CED Member may attend a regularly scheduled meeting via electronic means and by notifying the Board Chair at least 12 hours prior to the meeting in question, which would also allow the Member the ability to garner the necessary information for the CED Member to use to call in. This will be effective only if there is a quorum present at the anchor location.
- A CED member must be present at each meeting through at least three quarters of the scheduled agenda to constitute a presence.

- E. Appointments for Monticello City, Blanding City and the Town of Bluff can send approved City/Town representation in their place.
  - a. Approved City/Town representation include: City Manager, City/Town Council, City/Town employee, or the respective Mayor
- F. A dismissed CED member remains eligible to apply for a CED vacancy.

Members of the CED board shall not, as individuals, direct the appointment to or removal from the San Juan County Economic Development and Visitor Services Office of any employee, nor interfere with the duties or performance of any county employee including the Director.

Except when acting on EDVS business in a regular CED meeting or as a member of an authorized committee, CED members have no privileges beyond those of other citizens to records, materials, or produced items that belong to San Juan County Economic Development and Visitor Services.

#### **Section 4. Forfeiture**

Any member of the CED Board who fails to fulfill any of his or her requirements as set forth in this Article shall automatically forfeit his or her seat on the Board.

#### **Section 5. Vacancies**

Whenever any vacancy occurs in the CED Board it shall be filled without undue delay by the San Juan County Commission.

### **ARTICLE VI OFFICERS**

The officers of this Board shall be the Chair and Vice-Chair. All officers must have the status of active members of the Board.

#### **Section 1. Chair**

The Chair shall preside at all meetings of the membership. The Chair shall have the following duties:

- He/She shall preside at all meetings of the Board.
- He/She shall ensure any ongoing reporting requirements are met with the Office of Rural Development and rural partnership board in collaboration with County officials.

#### **Section 2. Vice-Chair**

The Vice-Chair shall be vested with all the powers and shall perform all the duties of the Chair during the absence of the latter.

### **Section 3. Election of Officers**

Officers will be sought on a volunteer basis. Recommendations will be provided to the San Juan County Board of Commissioners and may be appointed by majority vote of the San Juan County Board of Commissioners.

### **Section 4. Removal of Officer**

The CED Board with the concurrence of 3/4 of the members voting at the meeting may remove any officer of the Board of Directors and recommend a successor for the unexpired term. No officer of the Board of Directors shall be expelled without an opportunity to be heard and notice of such motion of expulsion shall be given to the member in writing twenty (20) days prior to the meeting at which motion shall be presented, setting forth the reasons of the Board for such expulsion.

### **Section 5. Vacancies**

The Board shall also be responsible for nominating persons to fill vacancies which occur between annual meetings, including those of officers. The persons appointed shall hold membership or office for the unexpired term in respect of which such vacancy occurred.

## **ARTICLE VII Conflict of Interest**

### **Section 1: Purpose**

The purpose of the conflict of interest policy is to protect this CED Board and its members from approving grants that might benefit the private interest of a Board member. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to governmental organizations.

### **Section 2: Definitions**

- A. Interested Person: Any Board member who has a direct or indirect financial interest, as defined below, is an interested person.
- B. Financial Interest: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
  - a. An ownership or investment interest in any entity with which the CED Board is considering an application, transaction, or arrangement,

- b. A compensation arrangement with the CED Board or with any entity or individual with which the CED Board has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the CED Board is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing Board or committee decides that a conflict of interest exists.

### **Section 3. Procedures**

1. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board considering the proposed transaction or arrangement.
2. Determining whether a Conflict of Interest exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing Board or Committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.
3. Procedures for Addressing the Conflict of Interest
  - a. An interested person may make a presentation at the governing Board meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
  - b. After exercising due diligence, the governing Board shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
  - c. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the CED Board's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
4. Violations of the Conflicts of Interest Policy

- a. If the governing Board has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

## **ARTICLE VIII ADOPTION OF BYLAWS**

### **Section 1. Annual Review and Amendment**

The bylaws will be reviewed by the Commission at the beginning of each calendar year. Amendments will be recommended to the Board of Commissioners for approval.

### **Section 2. Waiving or Suspending Rules**

A rule of procedure may be suspended or waived at any meeting by unanimous vote of the Commission members present unless such a rule is set by State law or County ordinance.

APPROVED AND PASSED by the Board of San Juan County Commissioners on the 21st day of April, 2020.

Voting Aye: \_\_\_\_\_

Voting Nay: \_\_\_\_\_

ATTEST:

BOARD OF SAN JUAN COUNTY  
COMMISSIONERS

\_\_\_\_\_  
John David Nielson

\_\_\_\_\_  
Kenneth Maryboy, Chair

