



Request for Proposals  
**San Juan County Bond Counsel Services**

---

San Juan County  
117 South Main  
PO Box #9  
Monticello, Utah 84535

Date of Issue:  
December 28, 2023

**I. INTRODUCTION**

San Juan County is seeking proposals from qualified firms to act as bond counsel for the San Juan County Municipal Building Authority for the issuance of Non-Voted Lease Revenue Bond, Series 2024, pursuant to the provisions of the Constitution and applicable laws of the State of Utah which authorize their issuance.

This RFP is designed to provide interested proposers with sufficient basic information to submit proposals meeting the minimum bond counsel service requirements but is not intended to limit a proposal's content or exclude any relevant or essential data. Proposers are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement as a nationally recognized bond attorney.

In October of 2023, San Juan County’s Local Building Authority was authorized a \$4,689,695 grant and a \$21,366,000 loan. This loan must be evidenced by a Non-Voted single, fully-registered Lease Revenue Bond to be issued by the Local Building Authority and purchased by the Permanent Community Impact Fund Board. The Authorization and Terms are attached as “Attachment A”.

**II. SCOPE OF WORK**

San Juan County is seeking an individual, team, or company that will satisfy all of the following:

It is anticipated that a full complement of professional bond counsel services shall be provided by the firm for the issuance of a Lease Revenue Bond, Series 2024 for the Renovation and Expansion of the San Juan County Public Safety Building located in Monticello, Utah. In conjunction with the requirements of the Utah Permanent Community Impact Fund Board Loan and Grant Funding to the Local Building Authority of San Juan County, State of Utah. These services shall include, but not necessarily be limited to, those outlined as follows:

- A. Consultation and Coordination with San Juan County Staff in preparation of the Bonding Documents and preparation of said documents.
- B. Creation of necessary Bonding Documents including notices and collection of appropriate signatures.
- C. Coordination with the Community Impact Fund Board’s Bond Attorney, Bill Prater
- D. Bonding Documents include, but are not limited to Resolutions, Master Resolutions, Lease Agreements, Deeds, Bond Counsel Opinions, Certificates, Policies, Opinions and Agreements.
- E. Final preparation and culmination of the Transcript of Proceedings in both bound and digital formats.

**III. COSTS/FEES**

The maximum fee for the services sought through this RFP will be the selected Vendor’s<sup>1</sup> proposal price. Vendors shall submit a fee proposal similar to the Form Fee Proposal below.

<u>Form Fee Proposal</u>	
	<u>Total</u>
Bond Counsel Services Hourly Rate	
Bond Counsel Services Total Cost	

<sup>1</sup> The term “Vendor,” as used in this RFP, means an individual or entity who is seeking to enter into a contract with San Juan County to provide San Juan County with services, including but not limited to, an individual or entity who submits a proposal in response to this RFP.

Failure by a Vendor to comply with any requirement of this Section may result in rejection of the Vendor's proposal.

The price proposal for this Project shall be submitted on the "Attachment B" provided in this RFP. This price shall include all fees and costs as a maximum fee for the provisions indicated in the Project Scope of Work as described above.

If necessary, the County Chief Administrative Officer will negotiate with the selected firm at the commencement of a particular financing project to determine a reasonable fee for bond counsel work for that project. This fee arrangement may be revised (up or down) by mutual agreement during the course of the transaction to reflect unanticipated changes in the originally contemplated work level. The County reserves the right to select other counsel if it cannot come to agreement with the selected firm as to a reasonable fee for a particular bond financing project. All prices and fees must be in U.S. dollars.

Please submit an hourly rate schedule using the form above which will be utilized for changes in the scope of services approved by San Juan County.

#### **IV. PROPOSAL SUBMISSION REQUIREMENTS**

All proposals submitted for evaluation should include, but are not limited to, the following:

- A. San Juan County RFP Form: The County's Request for Proposal form completed and included as page 1 in the bid packet. (Attachment B)
- B. Introduction: This section consisting of a cover letter, an executive summary (two pages maximum) and an organizational chart showing the team involved including individual members, all organizations, relationships and a breakdown of responsibilities including a biography and resume of key members who will be involved in the project. Resumes of Attorneys demonstrating their National Recognition and a Bond Attorney. Provide a minimum of three references, including name, address and telephone number of persons who can attest to the performance, qualifications, and experience on like municipal bonding projects.
- C. Vendor Qualifications and Experience: A narrative that specifically addresses the firm's or individual's experience in the preparation of bond documents and the ability to render legal opinions related to Lease Revenue Bonds for Municipal Local Building Authorities for public buildings or infrastructure. A list of the Lease Revenue Bond transactions which your firm has assisted with over the past five years, specifically public buildings which your firm has rendered the approving, unqualified legal opinion. Demonstrated experience working with the Permanent Community Impact Fund Board bond purchases. A demonstrated experience performing Bond Counsel Services in remote rural Counties, specifically San Juan County, is preferred.
- D. Proposal: This section should cover such things as the approach to the RFP's scope of work; the proposed schedule of the work to include a project timeline with availability; methodology used to meet the Bond Terms issued by the Permanent Community Impact Fund Board; identify outputs to be delivered; and identify advantages of the firm's proposal to San Juan County.
- E. Fee Schedule: A detailed fee schedule proposed to be charged for the services to be performed.

Proposals in non-standard formats cannot be evaluated without considerable analysis. Failure to follow the prescribed format may result in rejection of the proposal.

**V. SAN JUAN COUNTY’S REQUEST FOR PROPOSALS POLICY**

Each Vendor who submits a proposal in response to this RFP agrees to comply with and be bound by San Juan County’s Request for Proposals policy that is in place at the time that this RFP was issued. Each Vendor may request and receive a copy of San Juan County’s Request for Proposals policy by sending an email to Purchasing Manager Mack McDonald at [mmcdonald@sanjuancounty.org](mailto:mmcdonald@sanjuancounty.org) and requesting a copy of San Juan County’s Request for proposals policy found within the Purchasing Policy. This can also be found online at [sanjuancounty.org](http://sanjuancounty.org).

**VI. EVALUATION CRITERIA**

Submitted Proposals will be evaluated and scored by the selection committee based on the following criteria:

<b>Evaluation Criteria</b>			
<u>Primary Criteria</u>		<u>Primary Criteria % of Overall Evaluation Score</u>	
<b>Qualification and Experience</b>	<i>Sub-Criteria</i>	<b>30%</b>	<i>Sub-Criteria % of Primary Criteria Evaluation Score</i>
	<ul style="list-style-type: none"> <li>Experience level of key personnel relating to experience in the preparation of bond documents and the ability to render legal opinions related to Lease Revenue Bonds for Municipal Local Building Authorities for public buildings or infrastructure.</li> <li>Demonstration of Lease Revenue Bond transactions which your firm has assisted with over the past five years, specifically public buildings which your firm has rendered the approving, unqualified legal opinion.</li> <li>Demonstrated experience working with the Permanent Community Impact Fund Board bond purchases and San Juan County/or a rural County.</li> </ul>		<p>10%</p> <p>10%</p> <p>10%</p>
<b>Technical Approach</b>	<i>Sub-Criteria</i>	<b>30%</b>	<i>Sub-Criteria % of Primary Criteria Evaluation Score</i>
	<ul style="list-style-type: none"> <li>Scope of Work</li> <li>Detail of submitted work plan, schedule and proposed project approach</li> </ul>		<p>15%</p> <p>15%</p>

<b>Fee Schedule</b>	<i>Sub-Criteria</i>	<b>30%</b>	<i>Sub-Criteria % of Primary Criteria Evaluation Score</i>
	<ul style="list-style-type: none"> <li>• Grand Total</li> <li>• Rate Schedule</li> </ul>		<p>15%</p> <p>15%</p>
<b>Introduction</b>		<b>10%</b>	
	<i>Sub-Criteria</i>		<i>Sub-Criteria % of Primary Criteria Evaluation Score</i>
	<ul style="list-style-type: none"> <li>• Firm’s organization</li> <li>• Professionalism and strength of team including references</li> </ul>		<p>5%</p> <p>5%</p>

**VII. PROJECTED SCHEDULE FOR THE RFP PROCESS**

The County reserves the right to modify this schedule at its sole discretion.

<u>Activity</u>	<u>Date</u>
Request for Proposal Issued	December 28, 2023
Last day to submit questions via e-mail	January 10, 2024
Proposal Due Date	January 11, 2024
Notice of Award	January 16, 2024

Final selection may require a final in-person presentation and interview, if necessary, depending on the evaluation team’s recommendation.

**VIII. WRITTEN CONTRACT REQUIRED**

The selected party must be willing to enter into a written contract with San Juan County. A binding agreement between San Juan County and the selected party is dependent upon the negotiation, preparation, and execution of a formal contract. At any time prior to the execution of a binding agreement executed by both parties, San Juan County may, in its sole discretion, stop the selection process and decline to enter into an agreement for the subject matter herein.

**IX. INQUIRIES**

All inquiries relating to the specifications or proposal procedure should be directed in writing through e-mail to the Purchasing Agent, Mack McDonald at [mmcdonald@sanjuancounty.org](mailto:mmcdonald@sanjuancounty.org). The last day and time to submit questions will be 4:30 p.m. on January 10, 2024. **Please do not contact the agency, division, department, or other County officers or employees.**

**X. REQUEST FOR FINAL AND BEST OFFERS**

Among other options at San Juan County’s disposal, San Juan County may request a final and best offer at any time during the RFP process. If San Juan County exercises this option, the interested party shall respond prior to the deadline established by San Juan County when the option is exercised. If the interested party fails to timely provide a final and best offer, the best offer made by the interested party prior to the exercise of this option will be considered by San Juan County as the final offer of the interested party.

**XI. PROTESTS**

As further described in San Juan County's Request for Proposals policy, which is incorporated herein by this reference, any proposer who submitted a timely filed proposal that was not rejected by either the evaluation committee or the Purchasing Agent may file a protest. In order to be timely, a protest must be submitted, in writing, to the San Juan County Board of County Commissioners no later than six calendar days after the date that the *Notice of Intent to Engage in Contract Negotiations* was sent by the Purchasing Agent to the applicable Vendor. Protests that are not submitted in a timely manner to the San Juan County Board of County Commissioners shall be rejected by San Juan County.

**XII. SAN JUAN COUNTY MAY TERMINATE THE RFP PROCESS OR DECIDE NOT TO ENTER INTO A CONTRACT**

As further described in San Juan County's Request for Proposals policy, which is incorporated herein by this reference, San Juan County may terminate the RFP process regarding this RFP for any reason and at any time prior to the execution of a contract by a proposer and San Juan County regarding the services sought through this RFP. Moreover, San Juan County may decide not to enter into a contract with any proposer to provide the services sought through this RFP.

**XIII. CONTRACT AND PROPOSAL INFORMATION**

All proposers who submit a proposal in response to this RFP acknowledge that they have each read and understand this RFP and agree to be bound by the terms and provisions of this RFP, including, but not limited to, the following:

- A. Firm Pricing: All prices, quotes, or proposals shall remain firm for the duration of the RFP process regarding this RFP and until a contract regarding this RFP is executed by San Juan County and a Vendor or San Juan County decides not to enter into a contract with any Vendor to provide the services sought through this RFP. A Vendor's failure to comply with this provisions may result in the rejection of the Vendor's proposal.
- B. Governing Law and Exclusive Jurisdiction and Venue: Any contract between San Juan County and a Vendor regarding this RFP will be interpreted, construed, and given effect according to the laws of the state of Utah and the ordinances of San Juan County, and the courts within San Juan County, Utah shall have the sole and exclusive jurisdiction and venue regarding any such contract. No contract will be assigned, in whole or in part, without the written consent of San Juan County.
- C. Licensing: The selected Vendor shall obtain all applicable federal, state, and local licenses before any contract between San Juan County and the Vendor regarding this RFP is executed. The selected Vendor must maintain for the duration of the contract between San Juan County and the Vendor regarding this RFP.
- D. Registration: All Vendors shall be registered with the Utah State Division of Corporations and Commercial Code to perform business in the state of Utah. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849, or toll free at 877-526-3994 or by accessing: [www.commerce.utah.gov](http://www.commerce.utah.gov).
- E. Public Domain: Interested Parties are advised that Utah law and San Juan County ordinances provide that, upon the full execution of a contract subsequent to an RFP, the contents of a selected proposal relating to this RFP may be placed in the public domain and become public records subject to examination by any interested parties in accordance to the Government Records Access Management Act (GRAMA), Utah

Code Ann. 63G-2-101 et seq. and County ordinance. Please refer to Section XVI below for specific details regarding the protection of certain information.

- F. Modifying or Withdrawing Proposals: Interested parties may modify or withdraw their proposals at any time prior to the proposal due date. Interested parties may withdraw their proposals if San Juan County and the selected interested party cannot agree on contract terms.
- G. Independent Contractors: Interested party agrees that if he/she/it enters into a contract with San Juan County, he/she/it will be an independent contractor and have no authority, express or implied, to bind San Juan County to any agreements, settlements, liability, or understanding whatsoever with any third party and will have no interest in any benefits provided by San Juan County to its employees.
- H. Free and Competitive Bidding: Any agreement or collusion among prospective interested parties to fix a price or limit competition shall render the proposal void and such conduct shall be unlawful and subject to criminal sanction.
- I. Insurance: If awarded the contract, an interested party will, at its sole cost and expense, secure and maintain both prior to the commencement of the term of the contract and for the duration of the contract, insurance coverage as follows:
  - (1) General Liability Insurance as follows: Occurrence form commercial general liability insurance with the following minimum limits:
    - (a) Each Occurrence - \$1,000,000.00;
    - (b) Damage to Rented Premises – \$50,000.00;
    - (c) Med. Exp. (Any one person) – \$5,000.00;
    - (d) Personal & Adv. Injury – 2,000,000.00;
    - (e) General Aggregate - \$2,000,000.00;
    - (f) Products – Comp/Op Agg. - \$2,000,000.00; and
    - (g) Other – N/A;
  - (2) Automobile Liability Insurance: With minimums to satisfy the state of Utah’s requirements;
  - (3) Workers Compensation and Employers’ Liability: With minimums to satisfy the state of Utah’s requirements or a valid waiver issued by the appropriate department of the state of Utah; and
- J. Indemnification: If awarded a contract and consistent with the terms and provisions of the written contract between San Juan County and the selected party, the selected party, for itself, and on behalf of its representatives, among others, shall agree and promise to indemnify, defend, save and hold harmless San Juan County, and San Juan County’s representatives, among others, from any and all claims, among other things.
- K. Infringement: An interested party shall not infringe on patents, copyrights, trademarks, or intellectual property rights. The consequences from violation, including costs of defending a claim and indemnification from an action of claim by a third party, shall be borne by the selected party.
- L. Warranties. If products, goods, or otherwise will be supplied or provided by the selected party, the selected party shall agree to the specific warranty provisions that will be set forth in the written contract entered into between San Juan County and the selected party.
- M. Conflicting Terms of Provisions: If any portion of this RFP conflicts in whole or in part with a written agreement entered into between the selected party and San Juan County subsequent to the issuance of

this RFP, the subsequent written agreement between the selected party and San Juan County shall control.

**XIV. RFP SUBMISSION REQUIREMENTS AND NOTICE TO INTERESTED PARTIES ON HOW TO POTENTIALLY PROTECT CERTAIN PORTIONS OF THEIR PROPOSALS**

All interested parties shall submit **five (5)** copies of their proposal to San Juan County along with the completed form attached as “Attachment A” hereto. Four copies of the interested party’s proposal shall be a full and complete copies and shall be submitted in hard copy form by either mailing or hand delivering such copy as follows:

If Provided by Mail:

San Juan County  
Attn: Purchasing Agent  
117 South Main Street  
PO Box 9  
Monticello, Utah 84535

If Provided by Hand Delivery:

San Juan County  
Attn: Purchasing Agent  
  
117 South Main Street, Room #202  
Monticello, Utah 84535

**The fifth copy shall be submitted in “PDF” form.** This copy may be submitted on a CD, flash drive, or other electronic storage medium and provided, along with the first copy, either in the mail or by hand delivery.

If the interested party’s proposal either does not contain information that may be protected under Section 63G-2-305(1) or (2) of the Utah Code or the interested party does not want to protect information that could be protected under Section 63G-2-305(1) or (2) of the Utah Code, then the interested party’s second copy of its proposal, provided in “PDF” form, shall be a full and complete copy of the interested party’s proposal.

If, however, the interested party’s proposal does contain information that may be protected under Section 63G-2-305(1) and/or (2) of the Utah Code, and the interested party would like to protect such information in its proposal, then the interested party shall comply with Section 63G-2-309 of the Utah Code.

If the interested party does not strictly comply with all of the foregoing provisions of this section, San Juan County, upon receiving a GRAMA request for the interested party’s proposal, will release a full and complete copy of the interested party’s proposal.

All costs associated with the preparation of the proposal, as well as any other related materials, will be the sole responsibility of the interested party. All proposals become the property of San Juan County upon submission. San Juan County reserves the right, but is not obligated, to reject any or all proposals submitted.

Further submission requirements are set forth in the Attachment B sections below:

**Attachment A**

**Notice of Loan Authorization and Terms**



**State of Utah**

**SPENCER J. COX**  
*Governor*

**DEIDRE HENDERSON**  
*Lieutenant Governor*

**Department of  
Workforce Services**

**CASEY R. CAMERON**  
*Executive Director*

**GREG PARAS**  
*Deputy Director*

**NATE MCDONALD**  
*Deputy Director*

**KEVIN BURT**  
*Deputy Director*

October 12, 2023

Mr. Bruce Adams, Chairman  
SAN JUAN COUNTY LOCAL  
BUILDING AUTHORITY  
117 South Main Street  
Monticello, Utah 84535

**Re: NOTICE OF LOAN AUTHORIZATION AND TERMS**

Dear Chairman Adams:

On October 5, 2023, the Permanent Community Impact Fund Board (the "Board") authorized a \$4,689,695 grant and a \$21,366,000 loan to the Local Building Authority of San Juan County (the "Issuer") for remodeling and expanding the public safety building in Monticello, Utah (the "Project"). The loan will be evidenced by a lease revenue bond (the "Bond") to be issued by the Issuer and purchased by the Board. The purpose of this letter is to set forth the terms of the loan and to specify the conditions that must be satisfied before the Bond is purchased by the Board.

Basic Loan Terms

The Bond must provide that it shall mature in 30 principal installments, payable on October 1 of each year commencing on October 1, 2025. Enclosed with this letter is a principal repayment schedule listing the amount of principal maturing in each year. In addition, the Issuer shall be required to make annual payments of interest on the unpaid principal balance of the Bond accruing from October 1, 2024 at the rate of two percent (2.00%) per annum. The Bond shall provide that delinquent installments of principal and/or interest shall bear interest at the rate of eighteen percent (18%) per annum from the due date thereof through the date of actual payment. All payments shall be applied first to accrued but unpaid interest and then to principal.

The Bond may be prepaid, in whole or in part, at any time in minimum amounts of \$1,000 or any integral multiple thereof, which prepayments shall be applied against Bond principal in inverse order of maturities. In addition, if any Bond proceeds remain after the Project has been completed, those remaining proceeds shall be repaid to the Board as excess grant proceeds.



**WORKFORCE  
SERVICES**  
HOUSING & COMMUNITY  
DEVELOPMENT

SALT LAKE CITY, Utah 84111 • Telephone 385-341-0199  
Relay Utah 711 • Spanish Relay Utah 1-888-346-3162  
housing.utah.gov • Equal Opportunity Employer/Programs

A proud partner of the  **americanjobcenter** network

Total Project Funds

Based upon the information presented to the Board, the following sources of funding will be available for the construction of the Project:

<u>Agency</u>	<u>Cost Sharing</u>	<u>% of Total</u>
Permanent Community Impact Fund Board – Loan	\$21,366,000	82%
Permanent Community Impact Fund Board – Grant	<u>4,689,695</u>	<u>18%</u>
	<u>\$26,055,695</u>	<u>100%</u>

As a condition to the purchase of the Bond by the Board, the Issuer must make arrangements for all loan and grant proceeds and all other Project funds to be deposited into the escrow account described below at the time the Board delivers funds. If any funds remain in the escrow account upon completion of the construction of the Project, those funds shall be considered to be excess grant funds from the Board and paid over to the Board.

Bond Format and Security

The Bond shall be in the form of a non-voted lease revenue bond to be issued by the Issuer. In addition to other provisions typically included in such documents, the Bond documents must contain the following provisions:

1. The Bond will be issued initially in the form of a single, fully-registered bond in the amount of \$21,366,000. However, provision should be made which would allow the Bond to be exchanged for separate serial bonds in minimum denominations of \$1,000.
2. The Bond must be secured by a pledge by the Issuer of the lease revenues produced by leasing the Project to the County, and the Issuer will be required to warrant and demonstrate that those revenues equal or exceed 125% of the total annual debt

service requirements on the Bond and any other obligations secured by a pledge of those revenues.

3. The Bond must also be secured by an assignment of the lease agreement between the Issuer and the County, together with a mortgage or deed of trust interest in the Project.

4. The Issuer will be required to establish and maintain a debt service reserve fund in an amount equal to the maximum annual debt service on the Bond. The amount required must be contributed to that fund in no more than 72 monthly deposits.

5. Interest on the Bond must be tax-exempt, and delivery of the Bond must be accompanied by an opinion of recognized bond counsel that the interest is not subject to state or federal income taxes.

#### Bond Documents and Closing Conditions

Certain conditions must be satisfied and completed before the Board will purchase the Bond. In this regard, the State of Utah has assigned William L. Prater the responsibility of reviewing and approving all proceedings and documents relating to the sale of bonds to the Board. His address is: 6925 Union Park Center, Suite 265, Midvale, Utah 84047; and his telephone number is: (801) 566-8882. The Board's Fund Manager, Ms. Candace Powers, will also monitor compliance by the Issuer with those loan conditions. Ms. Powers' telephone number is: (385) 341-0199.

The following conditions must be met before the Board will purchase the Bond:

1. The Issuer should retain the services of a nationally recognized bond attorney to assist the Issuer in the preparation of the bond documents and to render legal opinions related thereto. The Issuer's bond attorney should submit the following items to the Board's attorney at the times listed below:

(a) No later than one week prior to the meeting at which the Issuer intends to adopt its Resolution for the issuance of the Bond, a complete copy of the proposed Resolution shall be submitted for review.

(b) No later than two weeks after the adoption of the Resolution, the following items shall be submitted:

(i) A true and complete photocopy of the Resolution as adopted, showing signatures of the appropriate officials of the Issuer on the Resolution and on the Notice of Meeting, Acknowledgment of Notice and Consent, Certificate of Publication, Open Meeting Certificate, and other similar documents relating to the Resolution.

(ii) A complete copy of the proposed documents to be signed at Closing, including (but not necessarily limited to) General Certificate, Signature Identification and Non-Litigation Certificate, Receipt, Arbitrage Certificate (if required), Issuer Attorney's Non-Litigation Certificate, Certificate of Clerk (or Recorder) as to contents of Bond Transcript File, Net Revenue Certificate, Escrow Agreement, Deed of Trust, and the Bond Attorney's Opinion.

The procedures for bond approval will be substantially the same as required by the Utah Local Government Bonding Act as it applies to cities and towns. The opinion of the bond attorney must accompany delivery of the Bond to the Board before proceeds of the loan will be released.

At or after the Closing, the Issuer will be billed by the Board's attorney, and those legal fees must be paid by the Issuer. (This is an eligible Project expenditure.) If the Issuer fails to close the loan after this authorization, it will nonetheless be billed for the actions taken by the Board's attorney prior to loan cancellation.

2. Consistent with requirements of the law and the covenants of applicable bond resolutions, the actual payment of funds by the Board to the Issuer will not take place until the Board has that the funds will be used for Project costs and the Project will actually be completed. To assure this, all monies to be expended on the Project will be placed in an escrow account supervised by the Issuer and the Board. A copy of the proposed escrow agreement shall be submitted to the Board and the Board's attorney for review.

3. At or before the closing with respect to the Bond, the Issuer shall enter into a lease agreement with the County, which lease agreement must be in a form acceptable to the Board. That lease agreement shall provide that the County will make lease payments in amounts sufficient to cover all payments and reserve fund installments required under the Bond Resolution. A copy of the proposed lease agreement shall be submitted to the Board's attorney for review prior to being signed.

4. The Issuer must obtain marketable fee title to the Project site, subject only to the lien of the deed of trust which secures the Bond. Evidence of this ownership must be supplied to the Board and the Board's attorney at or prior to the closing with respect to the Bond.

5. The Issuer's attorney shall certify the following items in writing to the Board:

(a) The Issuer is a legal entity.

(b) The lease agreement between the Issuer and the County is legal and binding and enforceable against the parties in accordance with its terms.

(c) The Issuer has obtained marketable fee simple title in and to the Project site, subject only to the lien of the mortgage or deed of trust securing the Bond. (This condition may be substituted by a title policy.)

A draft of this letter shall be submitted to the Board and the Board's attorney not later than two weeks after the adoption of the bond resolution.

6. As a condition to the acceptance by the Board of a non-voted revenue bond, the Issuer must publish notice and conduct a public hearing consistent with the requirements of the Utah Local Government Bonding Act. A copy of all written responses and a certified record of a public hearing shall be forwarded to the Board. If the Board feels that there is significant opposition to the acquisition of the Project, or if required by the Utah Local Government Bonding Act, it may be necessary for the Issuer to hold a bond election before the Board's funds will be made available.

Mr. Bruce Adams, Chairman  
SAN JUAN COUNTY LOCAL  
BUILDING AUTHORITY  
October 12, 2023  
Page 6

---

In order to facilitate the timely completion of the financial assistance requirements outlined in this letter, the Issuer and its attorney and engineer should submit all of the items listed in the numbered paragraphs above no later than 30 days before the bond closing.

Pursuant to Board policy, the loan authorization described in this letter shall remain valid for a period of six (6) months after the date of this letter. If the Bond closing does not occur within that 6-month period, the Board may require the Issuer to reappear before the Board to explain why that closing has not occurred. The Board may thereafter cancel this loan authorization if the Board determines that additional delays are not justified.

These requirements will probably not cover all the matters pertaining to the Project. We anticipate that specific questions on matters relating to your Project will arise, and we are confident that a joint cooperative effort can resolve the issues.

If you have any questions concerning these requirements, please contact me.

Sincerely,



Candace Powers, Fund Manager  
Permanent Community Impact Fund Board

# SAN JUAN COUNTY LOCAL BUILDING AUTHORITY

## PUBLIC SAFETY BUILDING RENOVATION

### Amortization Schedule

Principal	\$ 21,366,000.00
Interest	2.00%
Term (Years)	30
Periods Per Year	1
Payment	\$953,990.24
Interest Starts Accruing	10/1/2024

PREPARED: 10/12/23 10:55 AM

Payment Number	Date	Beginning Balance	Payment	Interest	Principal	Ending Balance
1	10/1/2025	\$ 21,366,000.00	954,320.00	427,320.00	527,000.00	\$ 20,839,000.00
2	10/1/2026	20,839,000.00	953,780.00	416,780.00	537,000.00	20,302,000.00
3	10/1/2027	20,302,000.00	954,040.00	406,040.00	548,000.00	19,754,000.00
4	10/1/2028	19,754,000.00	954,080.00	395,080.00	559,000.00	19,195,000.00
5	10/1/2029	19,195,000.00	953,900.00	383,900.00	570,000.00	18,625,000.00
6	10/1/2030	18,625,000.00	954,500.00	372,500.00	582,000.00	18,043,000.00
7	10/1/2031	18,043,000.00	953,860.00	360,860.00	593,000.00	17,450,000.00
8	10/1/2032	17,450,000.00	954,000.00	349,000.00	605,000.00	16,845,000.00
9	10/1/2033	16,845,000.00	953,900.00	336,900.00	617,000.00	16,228,000.00
10	10/1/2034	16,228,000.00	953,560.00	324,560.00	629,000.00	15,599,000.00
11	10/1/2035	15,599,000.00	953,980.00	311,980.00	642,000.00	14,957,000.00
12	10/1/2036	14,957,000.00	954,140.00	299,140.00	655,000.00	14,302,000.00
13	10/1/2037	14,302,000.00	954,040.00	286,040.00	668,000.00	13,634,000.00
14	10/1/2038	13,634,000.00	954,680.00	272,680.00	682,000.00	12,952,000.00
15	10/1/2039	12,952,000.00	954,040.00	259,040.00	695,000.00	12,257,000.00
16	10/1/2040	12,257,000.00	954,140.00	245,140.00	709,000.00	11,548,000.00
17	10/1/2041	11,548,000.00	953,960.00	230,960.00	723,000.00	10,825,000.00
18	10/1/2042	10,825,000.00	953,500.00	216,500.00	737,000.00	10,088,000.00
19	10/1/2043	10,088,000.00	953,760.00	201,760.00	752,000.00	9,336,000.00
20	10/1/2044	9,336,000.00	953,720.00	186,720.00	767,000.00	8,569,000.00
21	10/1/2045	8,569,000.00	954,380.00	171,380.00	783,000.00	7,786,000.00
22	10/1/2046	7,786,000.00	953,720.00	155,720.00	798,000.00	6,988,000.00
23	10/1/2047	6,988,000.00	953,760.00	139,760.00	814,000.00	6,174,000.00
24	10/1/2048	6,174,000.00	954,480.00	123,480.00	831,000.00	5,343,000.00
25	10/1/2049	5,343,000.00	953,860.00	106,860.00	847,000.00	4,496,000.00
26	10/1/2050	4,496,000.00	953,920.00	89,920.00	864,000.00	3,632,000.00
27	10/1/2051	3,632,000.00	953,640.00	72,640.00	881,000.00	2,751,000.00
28	10/1/2052	2,751,000.00	954,020.00	55,020.00	899,000.00	1,852,000.00
29	10/1/2053	1,852,000.00	954,040.00	37,040.00	917,000.00	935,000.00
30	10/1/2054	935,000.00	953,700.00	18,700.00	935,000.00	-
			28,619,420.00	7,253,420.00	21,366,000.00	

This is an estimate, actual balances may change based on payment dates.

**Attachment B**

**San Juan County RFP Form**

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

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Business Structure:**

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

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

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

Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**Final Bid/Pricing Structure:**

\_\_\_\_\_  
\_\_\_\_\_

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

Signature \_\_\_\_\_ Date \_\_\_\_\_