

Water

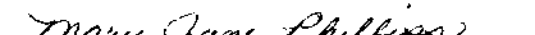
The Commission prepared and signed a letter to the San Juan Conservancy District concerning the disposal of the San Juan Lumber Company property.

BILLS PRESENTED FOR APPROVAL AND PAYMENT:

| | | |
|---------------------------------------|---|------------|
| Gary Martineau | Custodial Services for Blanding Library | \$ 350.00 |
| Burt Odette | Grounds Custodial Services for Monticello library | 150.00 |
| Eric Swenson | Legal Services for April 1982 (Public Defender) | 500.00 |
| State Tax Commission of Utah | April 1982 State Tax Withholding | 3,879.50 |
| Utah State Retirement Fund | District and Circuit Court Judges retirement | 21,454.23 |
| Utah State Social Security Agency | Social Contributions for April 1982 | 16,192.20 |
| C & C Construction | Work on S. E Hatch Trading Post Rd. Project | 15,464.45 |
| San Juan County Hospital | Advance on 1982 Current Tax Collection | 20,000.00 |
| Abajo Petroleum, Inc. | Propane | 22.00 |
| American Data Products | Supplies | 216.70 |
| Area Processing Center, Inc. | Road Dept. reports; Computer processing | 236.07 |
| John Baker | Travel | 168.87 |
| Bancroft-Whitney Company | Law Reports | 65.50 |
| Matthew Bender & Company, Inc. | Law Book | 14.50 |
| Black Oil Company | Gasoline, Diesel, etc. | 16,964.73 |
| Blanding Home Center | Supplies | 36.45 |
| Boise Cascade B.M.C. | Stakes | 495.20 |
| W.H. Burt Explosives, Inc. | Explosives, etc. | 741.50 |
| Carpenter Machinery Company | Head Gasket | 19.10 |
| Caun-Co., Inc. | Supplies | 812.36 |
| City of Blanding | Utility (Library) | 392.99 |
| City of Monticello | Utility | 10.00 |
| Continental Tel Co of the West | Telephone Charges(Blanding Library) | 19.69 |
| Direct Sales Accounting | Install Telephone Wire, etc. | 106.63 |
| The Copy Shop, Inc. | Supplies | 206.69 |
| Cummins Intermountain | Parts | 50.88 |
| L.N. Curtis & Sons | Hale 2½" Check Valve for 25FR w/pump | 82.86 |
| Carl Eisemann | Travel | 82.54 |
| Empire Electric Association, Inc. | Utility | 57.67 |
| Grand Tire Company, Inc. | Tire Repair | 26.25 |
| Hafer's Inc. | Parts | 105.96 |
| Industrial Supply Company, Inc. | Belts | 127.11 |
| International Business Machines Corp. | Typewriter Elements | 101.24 |
| J.B.Grain & Bean Company | Fertilizers and Spray | 8.50 |
| Kimball Equipment Company | Supplies | 134.44 |
| Lyman & Thompson | Forms | 10.00 |
| Mexican Hat Service | Gasoline for Mexican Hat Ambulance | 35.24 |
| Motor Parts Pro Mart Home Center | Supplies | 1,259.40 |
| Mountainland Business Systems | GG-5700 Plates-Addressograph | 84.55 |
| Northern Electric | Flourescent Bulbs | 59.10 |
| Eldon Pugh Truck Parts | Parts | 149.24 |
| Parley Redd Mercantile | Hedge Trimmer, etc.; Paint Supplies | 22.24 |
| Redex, Inc. | Freight | 100.57 |
| Rogers Foods | Groceries (Senior Citizens) | 12.90 |
| S-W Parts and Supply | Supplies | 71.12 |
| San Juan County Twelfth Circuit Court | Petty Cash | 80.46 |
| Saveway Automotive | Parts | 1,725.75 |
| Scenic Aviation, Inc. | April 1982 Operation of Monticello Airport | 125.00 |
| Tire & Auto Center, Inc. | Alignment | 13.95 |
| Utah Power and Light Company | Utility | 88.45 |
| White Mesa Ute Council | Meals Served in April 1982 | 320.00 |
| Young's Machine Company | Parts and Labor | 357.82 |
| First Western National Bank | Purchase Road Capital Improvement TCD | 158,042.84 |

There being no further business for this day, the meeting was adjourned at 3:00 p.m.


Calvin Black, Commission Chairman


Mary Jane Phillips, deputy clerk

MINUTES OF THE SAN JUAN COUNTY COMMISSIONERS MEETING HELD
MAY 17, 1982

Time: 10:00 a.m. in the Commissioner's Room of the San Juan County Courthouse.
Members Present: Commissioner Kenneth R. Bailey and Commissioner Robert Low.
Commissioner Bailey served as acting chairman as Commissioner Black was excused to attend meetings in Washington, D.C.

Minutes of the previous week were read and approved with the stipulated corrections upon the motion of Commissioner Low and the second of Commissioner Bailey and it carried unanimously.

HEALTH CARE SERVICES BOARD BY-LAWS AMENDED:

Commissioner Low reported on his attendance at the recent Health Care Services Board Meeting. Upon the recommendation of the Health Care Board to bring the Board's by-laws into conformity with the medical staff by-laws, Commissioner Low moved to amend Article III of the By-Laws of the Governing Board of the San Juan County Health Care Service as follows:

Article III - Membership
Section 2 - Number

The Governing Board shall consist of seven(7) voting members. A designated member of the County Commission and a designated doctor of the medical staff shall automatically be considered as an ex-officio member of this body.

The motion was seconded by Commissioner Bailey and it carried unanimously.

Commissioner Low reported that the Health Care Services Board would prefer not to participate in the State Poor and Indigent program for the fiscal year July 1983. He also reported that it had been agreed by the Board to ask San Juan County's Regional Public and Mental Health Committee members to

continue to serve in their same capacity.

EMERGENCY FACILITY TO SAN JUAN NURSING HOME ARCHITECT AGREEMENT APPROVED:

Mr. Cleal Bradford, Chairman of the Health Care Services Board, presented plans for an emergency facility addition to the San Juan Nursing Home. Mr. Bradford explained that the facility has been designed to conform with the existing nursing home facility. The Commission requested that metal trusses or block walls be incorporated into the design to lower insurance rates and allow better maintenance and service.

Upon the motion of Commissioner Low and the second of Commissioner Bailey, it was unanimously voted to enter into a contract with Architects Timmerman/Stepan Associates of Salt Lake City, to draw up plans and specifications ready for bidding, as prescribed by the architects in scheme #3 for the emergency facility addition to the San Juan Nursing Home; and a firm contract for rental of certain parts of the facility be entered into prior to bidding said addition.

It was unanimously approved by the Commission to extend the time limit if services covered by this agreement have not been completed, and the amounts of compensation adjusted, to twelve (12) months rather than eight (8) months.

MONTICELLO POOL HEATERS:

Commissioner Bailey reported that Mr. Jim Wight will install two heaters at the Monticello swimming pool building for his December 28, 1981, bid price of \$488.00 per unit. Mr. Wight felt that two heaters will adequately heat the building.

INSURANCE VALUES DETERMINED:

The Commission determined the values of the LaSal, Mexican Hat, and Bug Point fire stations; the East Road Shed; the trailer-house waiting room; and the hospital boiler, so that they all might be added to the County's insurance policy with Morten General Agency.

EL PASO NATURAL GAS TO CONDUCT SAFETY SEMINAR:

Commissioner Bailey reported that El Paso Natural Gas Company will conduct a safety seminar for County Road personnel. They will be instructed in the best procedures to follow when working near natural gas pipelines.

BLUFF TO MONTEZUMA CREEK ROAD REPORT:

Commissioner Bailey reported that the Utah Department of Transportation, in Price, is currently working on redesigning the Bluff to Montezuma Creek Road using the County Engineer, Doug Pehrson's, road design plans which have met the State standards. They estimate that the road project will cost less than the first projected price of \$3,000,000.00.

COMPUTER SERVICES PROPOSALS TO BE REQUESTED:

Commissioner Bailey reported he has been researching the County's needs for computer services and he is satisfied that there is sufficient need among the various county departments to consider purchasing or renting a computer system for the county. Commissioner Low moved to request, by placing public notice in the San Juan Record, the proposals of possible computerization of County records and data processing for San Juan County to be received by the County Commission on June 28, 1982; proposals may include all or any part of the rental or purchase of computer hardware systems. The motion was seconded by Commissioner Bailey and it carried unanimously.

A memo was prepared requesting all elected officials and department heads to prepare a list of the computer services they felt were needed in their respective departments.

COMMUNITY BLOCK GRANTS DISCUSSED:

Blanding Mayor, Cleal Bradford; Blanding City Engineer, Philip Palmer; Monticello Mayor, Keith Redd, and Monticello City Manager, Rick Terry, met with the Commission concerning Community Block Grants. It was reported that Monticello would like to submit a request for aid for building a fire station, and Blanding would like to request aid for completing their water project. The standards for awarding the grants was discussed and it was asked if local priorities were required to increase project points before submitting the requests to the State. It was determined that the Association of Local Governments could provide answers to some of the cities' questions.

BLANDING SUBMITS REQUEST FOR ROAD WORK:

City Engineer, Philip Palmer, submitted Blanding City's requests for road work as per the Cooperative Service Agreement with the County. Mayor Bradford reported that the City is prepared to pay their 30% share as specified in the agreement. He also reported that sidewalk, curb, and gutter priorities are being set and the City will be providing engineering, grading and materials if the property owners will provide the labor on such projects.

WEED AND RODENT CONTROL:

Mr. Jim Heaton met briefly with the Commission to discuss the pay scale authorized for weed spraying work.

AGING CONTRACT AMENDED:

Upon the recommendation of Mr. Al Haskins, Commissioner Low moved to authorize an amendment to the Aging Contract to increase State and Federal assistance by \$3,591.02, and the County will provide \$190 in matching funds. The motion was seconded by Commissioner Bailey and it carried unanimously.

SELF-FUNDED HEALTH INSURANCE AGREEMENT SIGNED:

Blue Cross/Blue Shield Agent, Al Price, presented the agreement for a self-funded health insurance program as approved by the County Commission on April 5, 1982. After a careful review, Commissioners Robert Low and Kenneth Bailey, signed the following Agreement for a County funded health insurance program:

AGREEMENT

This Agreement effective this 1st day of May, 1982, by and between Blue Cross and Blue Shield of Utah, hereafter referred to as the "Plan" and San Juan County Association, hereafter referred to as the "Group." In consideration of the mutual covenants of the parties, the Plan and the Group hereafter agree as follows:

I. TERM

The Term of this Agreement is May 1, 1982, through April 30, 1983. The Plan has no liability to pay any claim regardless of service date beyond April 30, 1983. However,

at any time during the Term of this Agreement the Group may request the Plan to process any claims with service dates from May 1, 1982, to April 30, 1983, that the Plan receives within two-hundred and seventy (270) days after the expiration of this Agreement. If so requested, the Plan agrees to process such claims and the Group agrees to pay the Plan a processing fee of ten and 2/10% (10.2%) of the amount of the claims plus the cost of the claims. The parties agree such claims will not be calculated into the Maximum Liability of the Group set forth in the paragraph below. Under no circumstances will the Plan be responsible for any claim incurred prior to May 1, 1982. This Agreement shall automatically renew for successive one-year periods, subject to rate modification as agreed to by the parties.

II. BENEFITS

As long as the Group reimburses the Plan for claim expenses, administration expenses, and insurance premiums, the Plan will provide benefits in accordance with the following contracts issued to eligible employees:

| <u>Group No.</u> | <u>Name</u> | <u>Contract Coverage</u> |
|------------------|------------------------------|--------------------------|
| 04924 | San Juan County Association | RM-RML |
| 12775 | San Juan County Hospital | RM-RML |
| 12776 | San Juan County Nursing Home | RM-RML |

San Juan County Association guarantees all necessary payments for each of these Groups.

III. CLAIM PAYMENTS

The Plan will invoice the Group following the end of each month for the claims amount attributable to the Group during the month. The Group agrees to pay said invoice within five (5) working days following receipt. If the Group remits the invoice amount more than five (5) working days after receipt of the invoice, the Group agrees to pay a late charge of one and one-half percent (1½%) of the amount invoiced for each month or portion thereof that the invoice remains unpaid.

For the convenience of the Group, the Plan agrees to invoice San Juan County Hospital and San Juan County Nursing Home directly, but the Group understands and agrees it is ultimately responsible for payment of any billings.

IV. ADVANCE PAYMENT

In order to assure that the Plan has sufficient funds available to pay claims, the Group agrees to pay the Plan \$20,500 at the inception of this Agreement to be used by the Plan to pay claims. The parties agree that the Advance payment will be held by the Plan during the entire time of this Agreement and will be returned to the Group after the Reconciliation referred to in Paragraph X below, provided the Group does not owe the Plan any monies.

V. ADMINISTRATIVE CHARGE

The parties agree that the administrative fee charge shall be \$3.93 per month for each single coverage; \$9.00 per month for each two-party coverage; and \$11.19 per month for each family coverage. These administrative fee charges will also be regarded as separate and additional payments and the Plan will keep these payments with no reference to claims expense.

VI. MAXIMUM LIABILITY

Notwithstanding anything herein to the contrary, the Plan agrees to insure the Group for unanticipated claims in return for a premium payment by the Group. Under this insurance arrangement, the maximum aggregate liability of the Group, subject to the Minimum Liability amount set forth below for reimbursement of claims only shall not exceed an amount equal to the sum of the following: (i) The aggregate number of single employee coverage in effect each month multiplied by \$46.32; plus (ii) the aggregate number of employee and one-family dependent coverages in effect each month multiplied by \$105.96; Plus (iii) the aggregate number of employee and family coverages in effect each month multiplied by \$131.70. Provided, however, the Group's Maximum Liability for any individual covered under this Agreement for paid medical claims only (regardless of contract type) will be \$20,000 during the term of this Agreement. Such medical claim payments exceeding the \$20,000 per covered individual will not be included in the accumulation of claims expenses toward the Group's maximum aggregate liability.

VII. INSURANCE PREMIUM

In consideration of the coverage provided by the Plan as set forth in Paragraph VI above the Group agrees to pay the following insurance premiums to the Plan on a monthly basis:

- \$2.91... For each single employee coverage in effect each month.
- \$6.71... For each employee and one family-dependent coverage in effect each month.
- \$8.30... For each employee and family coverage in effect each month.

This insurance premium payment will be a separate and additional payment and the Plan will keep this payment with no reference to claim expense.

VIII. MINIMUM LIABILITY

The maximum liability factors set forth in Paragraph VI above were calculated on the basis of the number and type of contracts existing in the Group during the first month. However, this number may decline during the period of this Agreement. Accordingly, notwithstanding anything herein to the contrary, before the Plan will be responsible for any claim payments under the provisions of Paragraph VI above, the Group will be responsible for a minimum amount of actual claims expense of \$151,200.

IX. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice, provided however, the Plan will not have any responsibility to pay claim(s) and may terminate this Agreement upon a one (1) day notice if the Group fails to pay the Plan for all claims, administrative charges, or insurance premiums.

X. RECONCILIATION

Within ninety (90) days after the expiration of this Agreement or termination of this Agreement (as provided in Paragraph IX above) the Plan will calculate the claims liability

of the Group. If the claims do not exceed the Maximum Liability of the Group or the Minimum Liability, then the Plan will so notify the Group and provided the Group has paid the Plan in accordance with this Agreement, there will be no further liability of either party. If the claims exceed the Maximum Liability of the Group and the Minimum Liability then the Plan will so notify the Group and pay the Group any excess amount due in accordance with the terms of this Agreement.

XI. EXCEPTION PROCESSING

The parties agree the Plan will process and pay all eligible claims in accordance with the contracts entitled RM-RML attached hereto and made a part hereof. The Plan will have sole authority to decide whether or not a claim falls within the confines of the contracts entitled RM-RML. However, if the Group: (a) Requests the Plan to pay a claim, which in the Plan's opinion is not eligible; or (b) makes a commitment to an eligible member that a claim will be paid, if in the opinion of the Plan the claim should not be paid, then the Plan agrees to pay such claims. However, the parties agree any claims paid in accordance with (a) or (b) above will not be included in the accumulation of the claims expense toward the Group's Maximum Liability as provided in Paragraph VI above but will be a separate and additional liability of the Group and the Plan will have no liability, either direct or indirectly, for such claims.

XII. ENROLLMENT STANDARDS AND ELIGIBILITY

The Group agrees to comply with the Terms and Conditions set forth in the Plan's enrollment standards. The Group also agrees to report monthly the names of new members. After sufficient and proper notification from the Group, the Plan will have five (5) working days to adjust its records to enable the Plan to deny payment for benefits of any ineligible member. Accordingly, the Group agrees that claim payments made up to the end of the five (5) day period will constitute valid expenses to be incorporated in the Group's monthly claims invoice amounts. The parties agree that an eligible member is any full-time employee working at least 30 hours each week who requests coverage. Coverage is not automatically provided. Coverage begins on the first day of the month following the completion of 90 days of continuous full-time active employment. Health Insurance Coverage is not available for employees who work less than 30 hours per week. Coverage terminates the last day of the month in which employment terminates.

XIII. GENERAL PROVISIONS

- A. The parties agree this Agreement will be governed by the laws of the State of Utah.
- B. The Plan agrees to provide the Group with an opportunity for periodic review of claim costs and advance deposits.
- C. Any notice required under this Agreement shall be delivered by the U.S. Mail, if to the Plan, at:

Blue Cross and Blue Shield of Utah
P.O. Box 30270
Salt Lake City, Utah 84130-0270

If to the Group, at:

San Juan County Association
88 North Main
P.O. Box 871
Monticello, Utah 84535

ATTEST:

Secretary

BLUE CROSS AND BLUE SHIELD OF UTAH

By _____
President

ATTEST:

SAN JUAN COUNTY ASSOCIATION

By /s/ Kenneth R. Bailey, acting chairman
By /s/ Robert Low, commissioner

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CORRESPONDENCE:

A letter was received from the Morten General Insurance Agency reporting that the equipment at the hospital appears clean and well maintained, and also recommending a hydro test for the hospital boiler this summer.

A letter was received from the San Juan Hospital confirming the report that the Mexican Hat ambulance has been decertified and requesting it be brought to the County Road Shed for storage. Since the ambulance cannot be used, calls will be covered by Monument Valley or Bluff. A copy of the letter will be forwarded to the County Road Department.

A Notice of Appeal on the assessed value of Brinkerhoff-Signal, Inc., Rig #79, was received by the Commission and forwarded to the County Attorney, Bruce Halliday.

An Agenda was received for the Nuclear Waste Repository Task Force Meeting to be held in Monticello, May 21, 1982.

AGENDA

| | | |
|-------|--------------------------------------|-------------------|
| 8:30 | I. Welcome, Approval of Minutes | James O. Mason |
| 8:45 | II. Legislative Update | J. Christofferson |
| | III. Work Group Reports: | |
| 9:15 | Geology | G. Atwood |
| 9:35 | Environment | J. Byrne |
| 9:55 | Socioeconomic | G. Tomsic |
| 10:15 | Governmental and Public Relations | O. Bunnell |
| 10:35 | IV. Public Comments | |

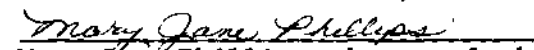
BILLS RECEIVED FOR PAYMENT AND APPROVAL:

| | | | |
|------------------------------------|---|----|-----------|
| Blue Cross and Blue Shield of Utah | Advance deposit self-funded May 1, 1982 | \$ | 20,500.00 |
| American Services | Books | | 312.08 |

| | | | |
|---------------------------------------|--|----|----------|
| Bayles Automotive | Work on Pickup | \$ | 26.00 |
| American Paper | Napkins | | 103.95 |
| Bluff Water & Sewer User's Ass. | Water Bluff Building | | 12.45 |
| Canyonlands Communciations | T.V. Parts | | 605.96 |
| Cate Equipment Company | Supplies | | 1,239.30 |
| Century | Parts | | 13.00 |
| Crusher Welding Service Company | Labor and Material | | 1,079.62 |
| L.N. Curtis & Sons | Ferno Washington Model 65 Scoop Stretcher | | 204.00 |
| Decor Lighting | Lighting Supplies Ballast | | 30.50 |
| Demco | Supplies | | 121.85 |
| Jim Douglass | Travel to Library Convention | | 311.90 |
| Duro-Test Corporation | Globes | | 140.13 |
| John F. Greenig, RPR | Copy of Disposition(Howell vs. San Juan Co.) | | 81.85 |
| Al Haskins | Travel | | 123.88 |
| International Business Machines Corp. | Service Agreement Charges(IBM Copier) | | 263.75 |
| Jay B. Karren | Codling Moth Traps | | 15.00 |
| Cliff Kerbs | Firefighter | | 3.50 |
| T.J. Knight | Brake Fluid etc. | | 38.20 |
| Midgley-Huber, Inc. | 8G F & T Trap | | 87.00 |
| Montella's Repair | 12"x17"x½ Plate | | 17.05 |
| Harold Muhlestein | Travel | | 325.93 |
| Navajo Tribal Utility Authority | Utility | | 9.74 |
| Helen Neal | Meals | | 3.00 |
| Office Equipment Company | Olivetti Ribbons | | 23.62 |
| Tony Orlet | Firefighter | | 3.50 |
| The Parts Store | Tools | | 32.63 |
| Fren S. Peterson | Professional Services | | 250.25 |
| Roger's Foods | 6 months paper | | 63.65 |
| San Juan County Road Department | Gasoline; Supplies | | 178.88 |
| Service Center | Repair Rear-View Mirror | | 10.00 |
| Sherwin Williams | Paint | | 24.38 |
| Merwin Shumway | 1 hour work on lathe for repair | | 10.00 |
| Travelodge | Travel | | 130.50 |
| United States Welding, Inc. | Welding Supplies | | 196.34 |
| USU Extension Service | 4-H Supplies, etc. | | 206.99 |
| Utah Navajo Industries | Lumber, etc. | | 102.91 |
| Utah Power & Light Company | Utility | | 11.57 |
| Utah State University | Computer Program"Personal File System," etc. | | 114.00 |
| Utah State University | Travel by Helen Neal | | 140.70 |
| Rick Warner Ford | Parts | | 48.35 |
| Webb Audio Visual Specialists | Tape Recorder, etc. | | 75.50 |
| Lynn Wright | Firefighter | | 3.50 |

There being no further business for this day, the meeing was adjourned at 2:00 p.m.


Calvin Black, Chairman


Mary Jane Phillips, deputy clerk

MINUTES OF THE SAN JUAN COUNTY COMMISSIONERS MEETING HELD
MAY 24, 1982

Time: 10:00 a.m. in the Commissioner's room of the Monticello Courthouse.

Members Present: Chairman Calvin Black and Commissioner Robert Low.
Commissioner Ken Bailey was excused as he was out of town.

Minutes of the previous week were read and approved upon the motion of Commissioner Low and the second of Commissioner Black and it carried unanimously.

JACK CALLIHAM REQUESTS SIGNS FOR UCOLO ROAD:

Mr. Jack Calliham met with the Commission to request that a stop sign or a yield sign be placed at the intersection of the Wilson and Ucolo roads. He also reported that the speed limit signs on the Ucolo Road are down and need to be put back up.

MEXICAN HAT AMBULANCE:

Commissioner Low reported that the Mexican Hat ambulance will be cleaned and the necessary changes made so that it can be re-certified.

TWO-COUNTY NUCLEAR WASTE COMMITTEE DISCUSSED:

Commissioner Low reported that Grand County Commission Chairman, Ray Tibbetts, has suggested that Grand and San Juan Counties form a nuclear waste committee. The committee would work closely with the nuclear waste information offices in both counties. The Commission felt it would be of benefit to the County to participate in the committee.

NUCLEAR WASTE TASK FORCE MEETING REPORT:

Commissioner Low reported on his attendance at the Governor's Nuclear Waste Task Force Meetings in Moab and Monticello last week. The possibility of reducing the time by two years for putting a repository into full operation was discussed and Battelle has placed a model of the repository, as it would be constructed on the Gibson Dome site, on display in Room 12 at the San Juan Courthouse. Time was allocated for public comment at the meetings and Commissioner Low felt the meetings were informative.

BUREAU OF LAND MANAGEMENT COMMITTEE MEETINGS:

Chairman Black reported that he was in Washington, D.C., May 17, and 18, 1982 to attend the Bureau of Land Management Advisory Committee meetings. He was presented with a new pin showing the seal of the Department of Interior Buffalo facing to the right, representing the Departments commitment to increased efficiency, especially in the processing of paper work. Chairman Black also reported that the priorities of the B.L.M. office for the Utah area will be energy and mineral development and utilization of public lands.