



**BOARD OF COMMISSIONERS MEETING**  
117 South Main Street, Monticello, Utah 84535. Commission Chambers  
June 02, 2026 at 11:00 AM

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**AGENDA**

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

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**CONFLICT OF INTEREST DISCLOSURE**

**PUBLIC COMMENT**

*Public comments will be accepted through the following Zoom Meet link*  
<https://us02web.zoom.us/j/88279631170> Meeting ID: 882 7963 1170 One tap mobile  
+13462487799,,88279631170# US (Houston)

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

*As indicated in our Commission Policies and Procedures, the following applies:*

The purpose of the San Juan County Commission meeting is to conduct county business in a public setting, as provided by law. We truly value and welcome public comment, as it gives citizens an important opportunity to share ideas, concerns, and suggestions that help strengthen our county.

To ensure everyone has a fair opportunity to speak, comments are limited to three minutes and should focus on county programs and operations. Objective criticism is welcome; however, complaints about specific county personnel or private individuals will not be permitted.

Please understand that public comment is not a debate or question-and-answer session, and an immediate response from the Commission should not be expected.

If you would like more information or further discussion, a member of our staff will be happy to assist you to set up a follow-up meeting. We appreciate your participation and your willingness to be involved in your county government.

**CONSENT AGENDA** (Routine Matters) Lori Maughan, County Chair

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

- [1.](#) Approval of the Small Purchase of \$3,600 on Enterprise License for San Juan County Recorders Office
- [2.](#) Approval of the Check Registers for May 14 through May 22, 2026
- [3.](#) Ratification of the January 26, 2026 First Commission Community Development Block Grant (CDBG) Meeting Minutes
- [4.](#) Ratification of the May 19, 2026 Commission Community Development Block Grant (CDBG) Meeting Minutes
- [5.](#) Approval of the May 19, 2026 Commission Meeting Minutes
- [6.](#) Approval for Two (2) Aramark Alcohol Licenses Bullfrog Boat and Go & Bullfrog Dock N' Stock. The Bullfrog marinas had to be towed over to Hall's Crossing due to decreasing water levels.
- [7.](#) Ratification of a Letter of Support for Residential Anti-Displacement and Relocation Assistance Plan and Certification

**RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS**

- [8.](#) Ecostrat BDO Zone Webinar. Bryan Pillipow
- [9.](#) San Juan County Walk 250 Challenge. Allison Yamamoto-Sparks, Visitor Services Director & Derryl Jack, SJC Tourism Tax Advisory Board Chair
- [10.](#) Recognizing Tammy Gallegos outstanding achievements for the Response of the Year for the Dove Creek Fire and the Utah Certified Emergency Manager Certificate. Tranner Sharpe, Human Resources

**BUSINESS/ACTION**

- [11.](#) Consideration and Approval of the Master Services and License Agreement & Statement of Work for Balcony Technology Group, INC. Cindi Holyoak, County Recorder
- [12.](#) Letter of Support for San Juan County's participation in the Utah Office of Tourism Co-op Marketing Grant Application for \$215,000. Allison Yamamoto-Sparks, Tourism Director
- [13.](#) Consideration and Approval of a Letter of Support for Blanding's City's Marketing Grant Application. Allisson Yamamoto-Sparks, Tourism Director

- [14.](#) Consideration and Approval for a State of Utah Contract between the Utah Department of Environmental Quality and San Juan County for Funding Year 2027. Mike Moulton, Public Health Interim Director
- [15.](#) Consideration and Approval of a Lease Agreement Amendment between the La Sal Recreation Special Service District and San Juan County to extend the current agreement to utilize the La Sal Community Center to 2031 with all other terms remaining the same. Nicole Perkins, Library Director
- [16.](#) CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDING ORDINANCE 2020-04 ESTABLISHING THE PURCHASING POLICY WITHIN SAN JUAN COUNTY. Tranner Sharpe, Human Resources
- [17.](#) Consideration and Approval of the 2026 Water Right Application 99-132 (A82348) Extension. Lori Maughan, Commission Chair

## **COMMISSION REPORTS**

### **ADJOURNMENT**

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

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



117 S Main, Monticello, UT 84535

PO Deliver To: 1000 N West St Suite 1200  
Wilmington, Delaware, 19801  
Purchase Order Number:: 32848964776  
PO Date:: 05/31/2026

Vendor Name: Kissflow Inc  
Department: Clerk/Auditor

### Purchase Order

Product ID	Quantity	Description	Unit Price	Amount
Enterprise License - Lite User	20	Enterprise License - Lite User	180 USD	3,600 USD

Sub Total: 3,600.00 USD Tax: Freight: **Total Due: 3,600 USD**

#### Purchase Validation

Additional licenses are needed for all department's invoicing needs. Additional licenses will allow for more processes to be utilized across the county.

Initiator Name: Cindi Holyoak  
~~Approved by /s/Mack McDonald.~~

*Glenis B. Pearson*  
Glenis B. Pearson

**San Juan County  
Check Register  
All Bank Accounts - 05/14/2026 to 05/22/2026**

Item 2.

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Abbott Laboratories	137159	621741956	05/19/2026	05/22/2026	49.84	Customer #51005973	104679610 - State Alt Miscellaneous	
Abbott Laboratories	137159	621741956	05/19/2026	05/22/2026	425.28	Customer #51005973	104671240 - Area Plan Office Expens	
					\$475.12			
					<b>\$475.12</b>			
Acumen Fiscal Agent, LLC	137160	78653+	05/18/2026	05/22/2026	26,499.45	Payroll Expense April 2026	104685615 - VDHCBS Contracts	
Acumen Fiscal Agent, LLC	137160	APRIL 2026 UT V	05/18/2026	05/22/2026	760.00	Admin Fees April 2026	104685615 - VDHCBS Contracts	
					\$27,259.45			
					<b>\$27,259.45</b>			
Adair, Todd	137085	TAairRMB05062	05/12/2026	05/14/2026	201.00	Various Mtgs Travel	214414230 - Travel Expense	
					<b>\$201.00</b>			
Amazon Capital Services	137086	1DDL-3PTD-41Y	05/13/2026	05/14/2026	21.98	Account #A2V7QM9FKNUPWE	214412250 - Equipment Operation	
Amazon Capital Services	137086	1LJ4-JWPR-VJH	05/14/2026	05/14/2026	60.97	Account #A2V7QM9FKNUPWE	214412250 - Equipment Operation	
Amazon Capital Services	137086	1MYN-KMLK-JV	05/13/2026	05/14/2026	25.19	Account #A2V7QM9FKNUPWE	214412250 - Equipment Operation	
Amazon Capital Services	137086	1RDY-MGW9-TL	05/14/2026	05/14/2026	32.97	Account #A2V7QM9FKNUPWE	214412250 - Equipment Operation	
Amazon Capital Services	137086	1V97-KWPH-34J	05/14/2026	05/14/2026	19.99	Account #A2V7QM9FKNUPWE	214412250 - Equipment Operation	
Amazon Capital Services	137086	1VX7-DXQX-1HD	05/14/2026	05/14/2026	83.50	Account #A2V7QM9K9NUPWE	214412251 - Gas, Oil and Grease	
					\$244.60			
Amazon Capital Services	137161	14NM-LN19-PVH	05/20/2026	05/22/2026	19.98	Account #A2V7QM9FKNUPWE	214412250 - Equipment Operation	
Amazon Capital Services	137161	1C79-KPQR-TN4	05/20/2026	05/22/2026	48.99	Account #A2V7QM9FKNUPWE	214414240 - Office Expense	
Amazon Capital Services	137161	1JW1-KRPK-DLL	05/20/2026	05/22/2026	301.79	Account #A2V7QMK9FKNUPWE	214412250 - Equipment Operation	
Amazon Capital Services	137161	1NT6-YQ9G-HR1	05/20/2026	05/22/2026	182.58	Account #A2V7QM9FKNUPWE	214412250 - Equipment Operation	
Amazon Capital Services	137161	1RM3-11T3-TQF	05/20/2026	05/22/2026	445.30	Account #A2V7QM9FKNUPWE	214412250 - Equipment Operation	
					\$998.64			
					<b>\$1,243.24</b>			
Asbury, Wayne	137087	2026-04-Rent-00	05/11/2026	05/14/2026	650.00	April Rent + Late Fee	104665310 - SJC Homeless Professi	
					<b>\$650.00</b>			
Asphalt Systems Inc - ASI	137162	38982	05/20/2026	05/22/2026	65,891.24	BOL/Ticket #26-021UT-01 & 02	214414410 - Road Supplies	
Asphalt Systems Inc - ASI	137162	38994	05/20/2026	05/22/2026	65,916.58	BOL/Ticket #26-021UT-03 & 04	214414410 - Road Supplies	
Asphalt Systems Inc - ASI	137162	39005	05/20/2026	05/22/2026	32,967.34	BOL/Ticket #26-021UT-05	214414410 - Road Supplies	
					\$164,775.16			
					<b>\$164,775.16</b>			
Badback, Jeanette	137156	JBadback051520	05/15/2026	05/15/2026	80.00	Election Seminar - Red Mesa	104173320 - Elections Liasons	
					<b>\$80.00</b>			
Begaye, Nizhonii	137163	NBegaye0501202	05/21/2026	05/22/2026	308.00	CIT Training Travel	104230230 - Jail Travel Expense	
					<b>\$308.00</b>			
Benn, Lyandra	137164	LBean05132026	05/21/2026	05/22/2026	42.00	Prisoner Transport	104230230 - Jail Travel Expense	
					<b>\$42.00</b>			
Bishop Lifting	137088	PS100531816	05/14/2026	05/14/2026	76.38	Customer #108062	214412250 - Equipment Operation	
Bishop Lifting	137165	PS100535310	05/20/2026	05/22/2026	4,671.87	Customer #108062	214412250 - Equipment Operation	
					<b>\$4,748.25</b>			
Black, Monty	137166	MBlacRMB04292	05/11/2026	05/22/2026	99.00	POST Training Travel	104210230 - Sheriff Travel Expense	
					<b>\$99.00</b>			
Blackbridge Consulting Inc	137167	SJC-2026-001	05/21/2026	05/22/2026	7,500.00	Wildcat MicroFund Business Support Coordination	104192950 - Econ Dev Expense Rei	
					<b>\$7,500.00</b>			

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Blue Mountain Foods	137089	01-1063095	05/14/2026	05/14/2026	26.15	Account Library	724581620 - Special Programs	
Blue Mountain Foods	137089	01-1088099	05/11/2026	05/14/2026	561.00	Account jail	274230350 - Inmate Commissary Exp	
Blue Mountain Foods	137089	01-1100304	05/14/2026	05/14/2026	32.34	Account San Juan County	214414230 - Travel Expense	
Blue Mountain Foods	137089	01-1100883	05/14/2026	05/14/2026	90.87	Account San Juan County	214414230 - Travel Expense	
Blue Mountain Foods	137089	01-1102512	05/14/2026	05/14/2026	31.60	Account Jail	104230480 - Jail Kitchen Food	
Blue Mountain Foods	137089	01-1103608	05/14/2026	05/14/2026	31.14	Account San Juan County	104144240 - Recorder Office Expens	
Blue Mountain Foods	137089	02-847604	05/14/2026	05/14/2026	9.54	Account Library	724581620 - Special Programs	
Blue Mountain Foods	137089	02-852918	05/14/2026	05/14/2026	28.17	Account Library	724581620 - Special Programs	
Blue Mountain Foods	137089	02-852990	05/14/2026	05/14/2026	9.99	Account Library	724581620 - Special Programs	
Blue Mountain Foods	137089	03-904667	05/14/2026	05/14/2026	10.38	Account Library	724581620 - Special Programs	
Blue Mountain Foods	137089	104230610	05/11/2026	05/14/2026	60.73	Account Jail	104230610 - Jail Miscellaneous Suppl	
					<u>\$891.91</u>			
Blue Mountain Foods	137168	01-1096982	05/18/2026	05/22/2026	24.99	Seniors - Monticello	104677323 - Congregate Meals - Mo	
Blue Mountain Foods	137168	01-1100318	05/18/2026	05/22/2026	19.24	Account Seniors - Monticello	104678323 - Home Deliv Meals - Mon	
Blue Mountain Foods	137168	01-1100635	05/18/2026	05/22/2026	36.65	Account Seniors - Monticello	104678323 - Home Deliv Meals - Mon	
Blue Mountain Foods	137168	01-1108840	05/20/2026	05/22/2026	26.95	Account San Juan County	214414240 - Office Expense	
Blue Mountain Foods	137168	01-1108867	05/20/2026	05/22/2026	21.98	Account San Juan County	214414240 - Office Expense	
Blue Mountain Foods	137168	01-1108966	05/21/2026	05/22/2026	42.94	Account Sheriff's Office	104230480 - Jail Kitchen Food	
Blue Mountain Foods	137168	02-860471	05/20/2026	05/22/2026	486.35	Account Jail	274230350 - Inmate Commissary Exp	
Blue Mountain Foods	137168	03-945106	05/21/2026	05/22/2026	11.18	Account Sheriff's Office	104230480 - Jail Kitchen Food	
					<u>\$670.28</u>			
					<b>\$1,562.19</b>			
Bluff Dwellings Resort LLC	137169	2021433	05/22/2026	05/22/2026	810.00	Reservation #9087242887424	104193480 - Visitor Serv Special Dep	
					<u>\$810.00</u>			
Bluff Water Works	137170	SDI-34316	05/21/2026	05/22/2026	35.00	Metered Water - Bluff Fire Station	156440270 - Utilities	
					<u>\$35.00</u>			
Bradford Tire LLC	137171	81233	05/20/2026	05/22/2026	120.00	2399XF	214412250 - Equipment Operation	
					<u>\$120.00</u>			
Brown's Towing & Road Service LLC	137090	004386	05/12/2026	05/14/2026	410.51	E65136	104210620 - Sheriff Miscellaneous S	
Brown's Towing & Road Service LLC	137090	004584	05/13/2026	05/14/2026	1,000.00	Impound Towing Fee	104210620 - Sheriff Miscellaneous S	
					<u>\$1,410.51</u>			
					<b>\$1,410.51</b>			
Bruckner's Truck & Equipment	137091	XA108061111:01	05/14/2026	05/14/2026	305.64	Customer #177922	214412250 - Equipment Operation	
Bruckner's Truck & Equipment	137172	XA108061284:01	05/20/2026	05/22/2026	412.77	Customer #177922	214412250 - Equipment Operation	
					<u>\$718.41</u>			
Business Education and Resource C	137173	1026	05/17/2026	05/22/2026	9,137.00	White Mesa training space and connectivity	104192950 - Econ Dev Expense Rei	
					<u>\$9,137.00</u>			
Canon USA, Inc.	137174	42697835	05/21/2026	05/22/2026	124.15	Customer #915671	104142240 - Clerk/Auditor Office Exp	
Canon USA, Inc.	137174	43046292	05/21/2026	05/22/2026	176.15	Customer #915671	104142240 - Clerk/Auditor Office Exp	
Canon USA, Inc.	137174	43214955	05/20/2026	05/22/2026	87.22	Customer #915671	104230310 - Jail Professional and Te	
Canon USA, Inc.	137174	43214956	05/21/2026	05/22/2026	176.15	Customer #915671	104142240 - Clerk/Auditor Office Exp	
					<u>\$563.67</u>			
					<b>\$563.67</b>			
Canyonlands Advertising Inc.	137092	MH CONT2026	05/12/2026	05/14/2026	1,050.00	Moab Happenings Ad May - Oct 2026	104193490 - Visitor Serv Advertising	
					<u>\$1,050.00</u>			
Child Support Services	137157	PR051026-1117	05/15/2026	05/15/2026	263.08	Case Number C001361546	102229500 - Other Deductions Payab	
Child Support Services	137157	PR051026-1117	05/15/2026	05/15/2026	279.06	Case Number C001392403	102229500 - Other Deductions Payab	
Child Support Services	137157	PR051026-1117	05/15/2026	05/15/2026	480.46	Case Number C001619928	102229500 - Other Deductions Payab	
					<u>\$1,022.60</u>			
					<b>\$1,022.60</b>			

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Cintas Corporation	137093	4268777239	05/14/2026	05/14/2026	96.03	Customer #13213559	214414140 - Other Employee Benefit	
Cintas Corporation	137175	4269515791	05/20/2026	05/22/2026	107.33	Customer #13213559	214414140 - Other Employee Benefit	
					<b>\$203.36</b>			
Clark, Sharmayne	137094	SClark022026	05/08/2026	05/14/2026	560.00	Homemaker & Companion Services	101321000 - Notes Receivable	
					<b>\$560.00</b>			
Coleman, Corey	137095	CColeRMB04242	05/11/2026	05/14/2026	949.20	Inspector Utah ICC Classes Travel	104114230 - Plan/Zone Travel Expen	
					<b>\$949.20</b>			
Cortez, Shonnell	137176	SCortez05132026	05/21/2026	05/22/2026	19.00	Interfacility Transfer BMH to St. Mary's	264350230 - Travel Expense	
Cortez, Shonnell	137176	SCortez051326	05/21/2026	05/22/2026	15.00	Interfacility Transfer - BMH to St. Mary's	264350230 - Travel Expense	
					\$34.00			
					<b>\$34.00</b>			
Crowley Construction	137096	0526-3648	05/12/2026	05/14/2026	3,868.48	Gravel	214414411 - Gravel	
					<b>\$3,868.48</b>			
Davis County Children's Justice Cent	137177	93265	05/22/2026	05/22/2026	700.00	NCA Conference Registration	104860330 - CJC Employee Educatio	
					<b>\$700.00</b>			
Dee, Elsie	137097	EDee05122026	05/12/2026	05/14/2026	1,510.00	Navajo Liaison Services 4/27 - 5/12/26	104173320 - Elections Liasons	
Dee, Elsie	137178	EDee05212026	05/21/2026	05/22/2026	922.50	Navajo Liaison Services 5/16 - 5/20/26	104173320 - Elections Liasons	
					<b>\$2,432.50</b>			
DeGraw, Daniel Vint	137098	VDeGrRMB04282	05/14/2026	05/14/2026	492.23	UAC Legislative Conf Registration Reimbursement	104142230 - Clerk/Auditor Travel Exp	
DeGraw, Daniel Vint	137098	VDeGrRMB05012	05/11/2026	05/14/2026	565.77	UAC Legislative Conference	104142230 - Clerk/Auditor Travel Exp	
					\$1,058.00			
					<b>\$1,058.00</b>			
Dependable Automotive Services Inc	137179	5028	05/20/2026	05/22/2026	88.00	2022 Ford F-150	104210251 - Sheriff Gas, Oil and Gre	
					<b>\$88.00</b>			
Diamond Designs	137099	3868	05/13/2026	05/14/2026	20.00	Custom embroidery	264350141 - Uniform Allowance	
					<b>\$20.00</b>			
Dolores County Road Dept.	137100	24415.615	05/14/2026	05/14/2026	2,550.00	Snow removal	214415615 - Contracts	
					<b>\$2,550.00</b>			
Earthgrains Baking Company	137101	852/2290007682	05/12/2026	05/14/2026	75.20	Account #232004-1	104230480 - Jail Kitchen Food	
Earthgrains Baking Company	137101	85272290007607	05/14/2026	05/14/2026	75.20	Customer #232004-1	104230480 - Jail Kitchen Food	
					\$150.40			
Earthgrains Baking Company	137180	85272290007715	05/20/2026	05/22/2026	75.20	Account #232004-1	104230480 - Jail Kitchen Food	
					<b>\$225.60</b>			
Election Systems & Software, LLC	137102	CD2149320	05/14/2026	05/14/2026	586.60	Customer #38760	104173310 - Elections Professional a	
Election Systems & Software, LLC	137181	CD2149845	05/21/2026	05/22/2026	1,237.50	Customer #38760	104173320 - Elections Liasons	
					<b>\$1,824.10</b>			
Emery Telcom Inc	137103	3609200-050120	05/01/2026	05/14/2026	84.95	Account #3609200	104230350 - Jail State Prisoner Expe	
					<b>\$84.95</b>			
Empire Electric Assoc. Inc.	137182	25395_05142026	05/22/2026	05/22/2026	680.00	Account #25395	156710270 - Utilities	
Empire Electric Assoc. Inc.	137182	9579024_051420	05/22/2026	05/22/2026	4,024.48	Account #9579024	156020270 - Utilities	
					\$4,704.48			
					<b>\$4,704.48</b>			

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Check Register  
All Bank Accounts - 05/14/2026 to 05/22/2026**

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Everest Communications	137183	2026017	05/18/2026	05/22/2026	2,054.08	U96 AWOS	105430310 - Cal Black Professional a	
					<b>\$2,054.08</b>			
Fastenal Company	137184	COBAY86551	05/20/2026	05/22/2026	171.78	Customer #COBAY1477	214412250 - Equipment Operation	
Fastenal Company	137184	COBAY86552	05/20/2026	05/22/2026	163.51	Customer #COBAY0409	214412250 - Equipment Operation	
Fastenal Company	137184	COBAY86554	05/20/2026	05/22/2026	341.44	Customer #COBAY0409	214412250 - Equipment Operation	
					<b>\$676.73</b>			
					<b>\$676.73</b>			
Filterbuy	137185	10002769	05/08/2026	05/22/2026	4.83	Order: 10002769 - Maintenance Supplies	156230260 - Buildings and Grounds	
Filterbuy	137185	10002769	05/08/2026	05/22/2026	4.83	Order: 10002769 - Maintenance Supplies	156440260 - Buildings and Grounds	
Filterbuy	137185	10002769	05/08/2026	05/22/2026	4.83	Order: 10002769 - Maintenance Supplies	156520260 - Buildings and Grounds	
Filterbuy	137185	10002769	05/08/2026	05/22/2026	4.86	Order: 10002769 - Maintenance Supplies	156080260 - Buildings and Grounds	
Filterbuy	137185	10002769	05/08/2026	05/22/2026	4.86	Order: 10002769 - Maintenance Supplies	156490260 - Buildings and Grounds	
Filterbuy	137185	10002769	05/08/2026	05/22/2026	5.24	Order: 10002769 - Maintenance Supplies	156080260 - Buildings and Grounds	
Filterbuy	137185	10002769	05/08/2026	05/22/2026	9.26	Order: 10002769 - Maintenance Supplies	156510260 - Buildings and Grounds	
Filterbuy	137185	10002769	05/08/2026	05/22/2026	9.69	Order: 10002769 - Maintenance Supplies	156720260 - Buildings and Grounds	
Filterbuy	137185	10002769	05/08/2026	05/22/2026	9.72	Order: 10002769 - Maintenance Supplies	156710260 - Buildings and Grounds	
Filterbuy	137185	10002769	05/08/2026	05/22/2026	10.46	Order: 10002769 - Maintenance Supplies	156240260 - Buildings and Grounds	
Filterbuy	137185	10002769	05/08/2026	05/22/2026	10.48	Order: 10002769 - Maintenance Supplies	156490260 - Buildings and Grounds	
Filterbuy	137185	10002769	05/08/2026	05/22/2026	10.80	Order: 10002769 - Maintenance Supplies	156110260 - Buildings and Grounds	
Filterbuy	137185	10002769	05/08/2026	05/22/2026	12.69	Order: 10002769 - Maintenance Supplies	156610260 - Buildings and Grounds	
Filterbuy	137185	10002769	05/08/2026	05/22/2026	15.72	Order: 10002769 - Maintenance Supplies	156310260 - Buildings and Grounds	
Filterbuy	137185	10002769	05/08/2026	05/22/2026	19.44	Order: 10002769 - Maintenance Supplies	156220260 - Buildings and Grounds	
Filterbuy	137185	10002769	05/08/2026	05/22/2026	27.28	Order: 10002769 - Maintenance Supplies	156120260 - Buildings and Grounds	
Filterbuy	137185	10002769	05/08/2026	05/22/2026	39.20	Order: 10002769 - Maintenance Supplies	156010260 - Buildings and Grounds	
Filterbuy	137185	10002769	05/08/2026	05/22/2026	41.42	Order: 10002769 - Maintenance Supplies	156060260 - Buildings and Grounds	
Filterbuy	137185	10002769	05/08/2026	05/22/2026	63.08	Order: 10002769 - Maintenance Supplies	156040260 - Buildings and Grounds	
Filterbuy	137185	10002769	05/08/2026	05/22/2026	160.86	Order: 10002769 - Maintenance Supplies	156020260 - Buildings and Grounds	
					<b>\$469.55</b>			
					<b>\$469.55</b>			
FleetPride Inc	137104	134483353	05/14/2026	05/14/2026	36.40	Account #120398-001	214412250 - Equipment Operation	
FleetPride Inc	137104	134522015	05/14/2026	05/14/2026	237.75	Account #120398-001	214412250 - Equipment Operation	
					<b>\$274.15</b>			
FleetPride Inc	137186	134643689	05/20/2026	05/22/2026	178.43	Account #120398-001	214412250 - Equipment Operation	
FleetPride Inc	137186	134686763	05/20/2026	05/22/2026	143.14	Account #120398-002	214412250 - Equipment Operation	
FleetPride Inc	137186	134704735	05/20/2026	05/22/2026	-28.00	Account #120398-001	214412250 - Equipment Operation	
					<b>\$293.57</b>			
					<b>\$567.72</b>			
Forsythe Fire LLC	137187	2710	05/20/2026	05/22/2026	224.80	Fire Extinguisher Recharge	104210250 - Sheriff Equipment Oper	
					<b>\$224.80</b>			
Four Corners Welding & Gas	137105	3003530	02/19/2026	05/14/2026	98.45	Customer ID 12402	264350610 - Miscellaneous Supplies	
					<b>\$98.45</b>			
Gallegos, David	137188	DGallRMB051526	05/21/2026	05/22/2026	84.00	UEMA Conference Travel	104255230 - EOC Travel Expense	
					<b>\$84.00</b>			
Gallegos, Tamara	137189	TGallRMB051526	05/22/2026	05/22/2026	454.40	UEMA Conference Travel	104255230 - EOC Travel Expense	
					<b>\$454.40</b>			
Giddings, Brayden	137190	BGiddingsRMB05	05/21/2026	05/22/2026	382.00	Jail Training Travel	104230230 - Jail Travel Expense	
					<b>\$382.00</b>			
Grand County	137106	3051	05/11/2026	05/14/2026	5,000.00	SJC Film Contribution 2025	104193210 - Visitor Serv Subscription	
					<b>\$5,000.00</b>			

**San Juan County  
Check Register  
All Bank Accounts - 05/14/2026 to 05/22/2026**

Item 2.

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Hoggard, Dennis	137107	DHoggRMB0429	05/12/2026	05/14/2026	19.00	POST Graduation Travel	104230230 - Jail Travel Expense	
					<b>\$19.00</b>			
Hoggard, Jeremy	137108	JHoggRMB05042	05/11/2026	05/14/2026	94.00	REMSDAU RHTP Grant Mtg Travel	264350230 - Travel Expense	
					<b>\$94.00</b>			
Holland Equipment Company	137109	44860	05/14/2026	05/14/2026	1,144.97	PO #57809	214412250 - Equipment Operation	
					<b>\$1,144.97</b>			
Holyoak, Cindi	137191	CHolyRMB04282	05/22/2026	05/22/2026	675.00	2026 UAC Legislative Conference Travel	104144230 - Recorder Travel Expens	
					<b>\$675.00</b>			
Hondaland Corp.	137192	2514	05/21/2026	05/22/2026	44.90	Trimmer Head & Spool	156020260 - Buildings and Grounds	
					<b>\$44.90</b>			
Hyve Ink LLC	137193	3383	05/21/2026	05/22/2026	432.00	Printed long-sleeve t-shirts	264350141 - Uniform Allowance	
					<b>\$432.00</b>			
ImageNet Consulting LLC	137110	INV1625403	05/13/2026	05/14/2026	90.62		104230310 - Jail Professional and Te	
					<b>\$90.62</b>			
Imagenet Consulting, LLC - PA	137194	597168189	05/15/2026	05/22/2026	25.44	Account #1649279 Contract #500-50430911	104230310 - Jail Professional and Te	
					<b>\$25.44</b>			
JCI Billing Services Inc	137195	402	05/18/2026	05/22/2026	2,960.00	Ambulance Claims Processing Fee 4/1/26 - 5/15/2	264350310 - Professional and Techni	
					<b>\$2,960.00</b>			
Kenworth Sales Company	137111	005P30262	05/14/2026	05/14/2026	104.92	Customer #15013	214412250 - Equipment Operation	
					<b>\$104.92</b>			
Kilgore Companies, LLC	137112	1624478	05/14/2026	05/14/2026	790.72	Customer #25638	214414411 - Gravel	
Kilgore Companies, LLC	137112	1624826	05/14/2026	05/14/2026	2,834.57	Customer #25638	214414411 - Gravel	
					<b>\$3,625.29</b>			
Kilgore Companies, LLC	137196	1625407	05/20/2026	05/22/2026	48.00	Customer #25638	214414410 - Road Supplies	
					<b>\$3,673.29</b>			
Lambdin, Joell	137113	JLambRMB05062	05/11/2026	05/14/2026	150.00	Business Mngr Mtg Travel	104678323 - Home Deliv Meals - Mon	
					<b>\$150.00</b>			
Lefthand, Bernice	137197	BLefthand052020	05/21/2026	05/22/2026	1,060.00	Navajo Liaison & Translation Services 05/01 - 05/1	104173320 - Elections Liasons	
					<b>\$1,060.00</b>			
Life-Assist Inc	137114	2121594	05/13/2026	05/14/2026	298.36	Customer #84535CO	264350610 - Miscellaneous Supplies	
					<b>\$298.36</b>			
Locke, Adam	137115	ALocke05132026	05/13/2026	05/14/2026	180.00	Case #255102500 Refund	103511000 - Justice Court Fines	
					<b>\$180.00</b>			
Main Street Drug and Boutique	137116	58343	05/11/2026	05/14/2026	46.87	Account #1066	104230312 - Jail Inmate Medical Exp	
Main Street Drug and Boutique	137116	58554	05/13/2026	05/14/2026	41.71	Account #1066	104230312 - Jail Inmate Medical Exp	
					<b>\$88.58</b>			
Main Street Drug and Boutique	137198	58685	05/20/2026	05/22/2026	86.49	Account #1066	104230312 - Jail Inmate Medical Exp	
Main Street Drug and Boutique	137198	58763	05/20/2026	05/22/2026	70.26	Account #1066	104230312 - Jail Inmate Medical Exp	
Main Street Drug and Boutique	137198	58826	05/21/2026	05/22/2026	16.57	Account #1066	104230312 - Jail Inmate Medical Exp	
Main Street Drug and Boutique	137198	58869	05/21/2026	05/22/2026	736.47	Account #1066	104230312 - Jail Inmate Medical Exp	
					<b>\$909.79</b>			
					<b>\$998.37</b>			

**San Juan County  
Check Register  
All Bank Accounts - 05/14/2026 to 05/22/2026**

Item 2.

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Maughan, Lori	137117	LMAugRMB05122	05/14/2026	05/14/2026	333.40	Various Meeting Travel	104111230 - Commission Travel Expe	
					<b>\$333.40</b>			
McCarthy, Devlin	137118	DMcCaRMB0328	05/14/2026	05/14/2026	1,085.94	Western Regional Survey Conference Travel	104147230 - Surveyor Travel Expens	
					<b>\$1,085.94</b>			
Mexican Hat Special Serv Dist.	137199	526-24	05/21/2026	05/22/2026	66.93	Customer #221	156480270 - Utilities	
					<b>\$66.93</b>			
Monticello City	137119	35601_04302026	05/08/2026	05/14/2026	62.62	Account: 35601 - Utilities	156030270 - Utilities	
Monticello City	137119	35601_04302026	05/08/2026	05/14/2026	62.62	Account: 35601 - Utilities	156310270 - Utilities	
Monticello City	137119	35601_04302026	05/08/2026	05/14/2026	62.62	Account: 35601 - Utilities	156610270 - Utilities	
Monticello City	137119	35601_04302026	05/08/2026	05/14/2026	62.62	Account: 35601 - Utilities	156615270 - Utilities	
Monticello City	137119	35601_04302026	05/08/2026	05/14/2026	72.50	Account: 35601 - Utilities	156030270 - Utilities	
Monticello City	137119	35601_04302026	05/08/2026	05/14/2026	100.00	Account: 35601 - Utilities	156040270 - Utilities	
Monticello City	137119	35601_04302026	05/08/2026	05/14/2026	138.51	Account: 35601 - Utilities	156510270 - Utilities	
Monticello City	137119	35601_04302026	05/08/2026	05/14/2026	168.51	Account: 35601 - Utilities	156110270 - Utilities	
Monticello City	137119	35601_04302026	05/08/2026	05/14/2026	212.07	Account: 35601 - Utilities	156710270 - Utilities	
Monticello City	137119	35601_04302026	05/08/2026	05/14/2026	244.04	Account: 35601 - Utilities	156010270 - Utilities	
Monticello City	137119	35601_04302026	05/08/2026	05/14/2026	1,752.32	Account: 35601 - Utilities	156020270 - Utilities	
Monticello City	137119	HO 2nd OTR 202	05/14/2026	05/14/2026	479.70	Shared Hideout Utilities 2nd Qtr 2026	104672280 - Acc Trans Telephone	
Monticello City	137119	HO 2nd OTR 202	05/14/2026	05/14/2026	2,779.20	Shared Hideout Utilities 2nd Qtr 2026	156040270 - Utilities	
					<b>\$6,197.33</b>			
					<b>\$6,197.33</b>			
Monticello Mercantile	137120	6281	05/14/2026	05/14/2026	6.99	Customer #76992 Monticello Library	724581620 - Special Programs	
Monticello Mercantile	137120	6410	05/14/2026	05/14/2026	23.98	Customer #76992 Monticello Library	724581620 - Special Programs	
Monticello Mercantile	137120	6542	05/14/2026	05/14/2026	17.15	Customer #76992 Road Dept	214412250 - Equipment Operation	
Monticello Mercantile	137120	6543	05/11/2026	05/14/2026	9.97	Customer #76992 Courthouse	104230480 - Jail Kitchen Food	
Monticello Mercantile	137120	6594	05/12/2026	05/14/2026	4.99	Customer #76992 Public Safety Bldg	104230480 - Jail Kitchen Food	
Monticello Mercantile	137120	6596	05/13/2026	05/14/2026	44.99	Customer #76992 Ambulance EMT/EMS	264350610 - Miscellaneous Supplies	
Monticello Mercantile	137120	6631	05/14/2026	05/14/2026	11.57	Customer #76992 Road Dept	104256480 - Noxious Weed Special	
Monticello Mercantile	137120	6651	05/14/2026	05/14/2026	8.99	Customer #76992 Public Safety Bldg	156020260 - Buildings and Grounds	
Monticello Mercantile	137120	6657	05/14/2026	05/14/2026	14.48	Customer 76992 Public Safety Bldg	156020260 - Buildings and Grounds	
					<b>\$143.11</b>			
Monticello Mercantile	137200	6269	05/08/2026	05/22/2026	21.96	Customer #76992 Courthouse	101321000 - Notes Receivable	
Monticello Mercantile	137200	6716	05/20/2026	05/22/2026	7.99	Customer #76992 Ambulance EMT/EMS	264350250 - Equipment Operation	
Monticello Mercantile	137200	6722	05/21/2026	05/22/2026	6.49	Account #76992 Maintenance	156000480 - Facilities Maintenance S	
Monticello Mercantile	137200	6739	05/21/2026	05/22/2026	41.04	Customer #76992 Public Safety Bldg	104230480 - Jail Kitchen Food	
Monticello Mercantile	137200	6749	05/21/2026	05/22/2026	2.99	Customer #76992 Senior Center	156240260 - Buildings and Grounds	
Monticello Mercantile	137200	6763	05/21/2026	05/22/2026	18.99	Customer #76992 Ambulance EMT/EMS	264350610 - Miscellaneous Supplies	
					<b>\$99.46</b>			
					<b>\$242.57</b>			
Motor Parts Company	137121	904390	05/14/2026	05/14/2026	7.38		214412250 - Equipment Operation	
Motor Parts Company	137121	904408	05/14/2026	05/14/2026	287.39		214412250 - Equipment Operation	
Motor Parts Company	137121	904433	05/14/2026	05/14/2026	278.82		214412250 - Equipment Operation	
Motor Parts Company	137121	904461	04/28/2026	05/14/2026	-18.00		214412250 - Equipment Operation	
Motor Parts Company	137121	904516	05/14/2026	05/14/2026	251.76		214412251 - Gas, Oil and Grease	
Motor Parts Company	137121	904596	05/14/2026	05/14/2026	-70.00		214412250 - Equipment Operation	
Motor Parts Company	137121	904611	05/14/2026	05/14/2026	56.99		214412250 - Equipment Operation	
Motor Parts Company	137121	904740	05/14/2026	05/14/2026	218.56		214412250 - Equipment Operation	
Motor Parts Company	137121	904870	05/13/2026	05/14/2026	12.92		574424250 - Equipment Operation	
Motor Parts Company	137121	905233	05/14/2026	05/14/2026	314.82		574424251 - Gas, Oil and Grease	
Motor Parts Company	137121	905239	05/14/2026	05/14/2026	21.98		574424251 - Gas, Oil and Grease	
					<b>\$1,362.62</b>			
Motor Parts Company	137201	596000	05/20/2026	05/22/2026	21.99		214412250 - Equipment Operation	
Motor Parts Company	137201	596116	05/20/2026	05/22/2026	13.30		214412250 - Equipment Operation	

**San Juan County  
Check Register  
All Bank Accounts - 05/14/2026 to 05/22/2026**

Item 2.

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Motor Parts Company	137201	596118	05/20/2026	05/22/2026	37.48		214412250 - Equipment Operation	
Motor Parts Company	137201	596156	05/20/2026	05/22/2026	75.19		214412250 - Equipment Operation	
Motor Parts Company	137201	596166	05/20/2026	05/22/2026	5.06		214412250 - Equipment Operation	
Motor Parts Company	137201	596168	05/20/2026	05/22/2026	240.80		214412250 - Equipment Operation	
Motor Parts Company	137201	596282	05/20/2026	05/22/2026	105.90		214412250 - Equipment Operation	
Motor Parts Company	137201	596356	05/20/2026	05/22/2026	60.79		214412250 - Equipment Operation	
Motor Parts Company	137201	596398	05/20/2026	05/22/2026	32.98		214412250 - Equipment Operation	
Motor Parts Company	137201	596402	05/20/2026	05/22/2026	14.14		214412250 - Equipment Operation	
Motor Parts Company	137201	596599	05/20/2026	05/22/2026	43.29		214412250 - Equipment Operation	
Motor Parts Company	137201	596680	05/20/2026	05/22/2026	32.84		214412250 - Equipment Operation	
Motor Parts Company	137201	596698	05/20/2026	05/22/2026	177.36		214412250 - Equipment Operation	
Motor Parts Company	137201	596708	05/20/2026	05/22/2026	32.98		214412250 - Equipment Operation	
Motor Parts Company	137201	596720	05/20/2026	05/22/2026	74.90		214412250 - Equipment Operation	
Motor Parts Company	137201	596823	05/20/2026	05/22/2026	6.65		214412250 - Equipment Operation	
Motor Parts Company	137201	596842	05/20/2026	05/22/2026	4.09		214412250 - Equipment Operation	
Motor Parts Company	137201	596853	05/20/2026	05/22/2026	41.99		214412250 - Equipment Operation	
Motor Parts Company	137201	596892	05/20/2026	05/22/2026	4.09		214412250 - Equipment Operation	
Motor Parts Company	137201	596905	05/20/2026	05/22/2026	65.88		214412250 - Equipment Operation	
Motor Parts Company	137201	596917	05/20/2026	05/22/2026	336.92		214412250 - Equipment Operation	
Motor Parts Company	137201	596985	05/20/2026	05/22/2026	105.40		214412250 - Equipment Operation	
Motor Parts Company	137201	597101	05/20/2026	05/22/2026	141.50		214412250 - Equipment Operation	
Motor Parts Company	137201	597104	05/20/2026	05/22/2026	26.03		214412250 - Equipment Operation	
Motor Parts Company	137201	597130	05/20/2026	05/22/2026	29.99		214412250 - Equipment Operation	
Motor Parts Company	137201	597148	05/20/2026	05/22/2026	44.64		214412250 - Equipment Operation	
Motor Parts Company	137201	597150	05/20/2026	05/22/2026	143.10		214412250 - Equipment Operation	
Motor Parts Company	137201	597175	05/20/2026	05/22/2026	-105.40		214412250 - Equipment Operation	
Motor Parts Company	137201	904866	05/20/2026	05/22/2026	49.48		214412250 - Equipment Operation	
Motor Parts Company	137201	904882	05/20/2026	05/22/2026	32.85		214412250 - Equipment Operation	
Motor Parts Company	137201	904892	05/20/2026	05/22/2026	126.72		214412250 - Equipment Operation	
Motor Parts Company	137201	905136	05/20/2026	05/22/2026	177.36		214412250 - Equipment Operation	
Motor Parts Company	137201	905137	05/20/2026	05/22/2026	-18.00		214412250 - Equipment Operation	
Motor Parts Company	137201	905193	05/20/2026	05/22/2026	82.87		214412250 - Equipment Operation	
Motor Parts Company	137201	905300	05/18/2026	05/22/2026	44.93		574424251 - Gas, Oil and Grease	
Motor Parts Company	137201	905441	05/20/2026	05/22/2026	86.10		214412250 - Equipment Operation	
Motor Parts Company	137201	905554	05/20/2026	05/22/2026	34.61		574424250 - Equipment Operation	
Motor Parts Company	137201	905582	05/20/2026	05/22/2026	131.52		574424251 - Gas, Oil and Grease	
					<u>\$2,562.32</u>			
					<b>\$3,924.94</b>			
Moulton, Mike	137202	MMoulRMB05152	05/21/2026	05/22/2026	476.00	UALBOH, LHERC, and UALHD Travel	255007230 - Indirect Admin Travel Ex	
					<u>\$476.00</u>			
Navajo Nation Water Code Administr	137203	261-0304	05/21/2026	05/22/2026	0.34	Account #60040657	156445270 - Utilities	
					<u>\$0.34</u>			
Navajo Sanitation	137204	140417	05/21/2026	05/22/2026	297.00	Account #2772	156240270 - Utilities	
					<u>\$297.00</u>			
Navajo Tribal Utility Authority	137205	32001716307	05/21/2026	05/22/2026	177.90	Account #60378369	156090270 - Utilities	
Navajo Tribal Utility Authority	137205	35001602086	05/21/2026	05/22/2026	122.73	Account #60040657	156445270 - Utilities	
Navajo Tribal Utility Authority	137205	39001209635	05/21/2026	05/22/2026	51.99	Account #60378368	156095270 - Utilities	
Navajo Tribal Utility Authority	137205	39001209636	05/21/2026	05/22/2026	88.32	Account #60378370	156090270 - Utilities	
Navajo Tribal Utility Authority	137205	39001209638	05/21/2026	05/22/2026	5.52	Account #60378372	156095270 - Utilities	
Navajo Tribal Utility Authority	137205	39001209639	05/21/2026	05/22/2026	10.96	Account #60378373	156095270 - Utilities	
Navajo Tribal Utility Authority	137205	39001209641	05/21/2026	05/22/2026	6.50	Account #60378376	156095270 - Utilities	
					<u>\$463.92</u>			
Navajo Tribal Utility Authority	137206	39001209637	05/21/2026	05/22/2026	38.74	Account #60378371	156095270 - Utilities	
Navajo Tribal Utility Authority	137206	39001209640	05/21/2026	05/22/2026	88.32	Account #60378374	156445270 - Utilities	
					<u>\$127.06</u>			
					<b>\$590.98</b>			

**San Juan County  
Check Register  
All Bank Accounts - 05/14/2026 to 05/22/2026**

Item 2.

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Nelson's Heating & Refrigeration	137207	821	05/18/2026	05/22/2026	1,362.22	Monticello Freezer Service	104676260 - Senior Cit Buildings and	
					<b>\$1,362.22</b>			
NICE Enterprises, Inc	137122	8158542	05/12/2026	05/14/2026	19.38	Account #4531740	104193280 - Visitor ServTelephone	
					<b>\$19.38</b>			
Nicholas & Company	137123	9611384	05/11/2026	05/14/2026	2,600.34	Customer #616590	104230480 - Jail Kitchen Food	
Nicholas & Company	137123	9611389	05/11/2026	05/14/2026	350.48	Customer #616580	104677323 - Congregate Meals - Mo	
Nicholas & Company	137123	9611389	05/11/2026	05/14/2026	525.72	Customer #616580	104678323 - Home Deliv Meals - Mon	
Nicholas & Company	137123	9611391	05/11/2026	05/14/2026	317.86	Customer #616580	104677328 - Congregate Meals - La	
Nicholas & Company	137123	9611391	05/11/2026	05/14/2026	317.86	Customer #616580	104678328 - Home Deliv Meals - La	
Nicholas & Company	137123	9611391	05/11/2026	05/14/2026	381.43	Customer #616580	104677325 - Congregate Meals - Bla	
Nicholas & Company	137123	9611391	05/11/2026	05/14/2026	572.16	Customer #616580	104678325 - Home Deliv Meals - Bla	
Nicholas & Company	137123	9611392	05/11/2026	05/14/2026	219.11	Customer #616580	104677328 - Congregate Meals - La	
Nicholas & Company	137123	9611392	05/11/2026	05/14/2026	219.12	Customer #616580	104678328 - Home Deliv Meals - La	
Nicholas & Company	137123	9611392	05/11/2026	05/14/2026	262.94	Customer #616580	104677325 - Congregate Meals - Bla	
Nicholas & Company	137123	9611392	05/11/2026	05/14/2026	394.41	Customer #616580	104678325 - Home Deliv Meals - Bla	
Nicholas & Company	137123	9615806	05/14/2026	05/14/2026	286.28	Customer #616590	104230480 - Jail Kitchen Food	
					<b>\$6,447.71</b>			
Nicholas & Company	137208	9615810	05/18/2026	05/22/2026	77.15	Customer #616580	104677328 - Congregate Meals - La	
Nicholas & Company	137208	9615810	05/18/2026	05/22/2026	115.72	Customer #616580	104677325 - Congregate Meals - Bla	
Nicholas & Company	137208	9619657	05/20/2026	05/22/2026	1,203.68	Customer #616590	104230480 - Jail Kitchen Food	
Nicholas & Company	137208	9619663	05/18/2026	05/22/2026	236.58	Customer #616580	104677323 - Congregate Meals - Mo	
Nicholas & Company	137208	9619663	05/18/2026	05/22/2026	354.87	Customer #616580	104678323 - Home Deliv Meals - Mon	
Nicholas & Company	137208	9619665	05/18/2026	05/22/2026	285.99	Customer #616580	104677328 - Congregate Meals - La	
Nicholas & Company	137208	9619665	05/18/2026	05/22/2026	285.99	Customer #616580	104678328 - Home Deliv Meals - La	
Nicholas & Company	137208	9619665	05/18/2026	05/22/2026	343.19	Customer #616580	104677325 - Congregate Meals - Bla	
Nicholas & Company	137208	9619665	05/18/2026	05/22/2026	514.79	Customer #616580	104678325 - Home Deliv Meals - Bla	
Nicholas & Company	137208	9623259	05/21/2026	05/22/2026	241.07	Customer #616580	104678328 - Home Deliv Meals - La	
Nicholas & Company	137208	9623259	05/21/2026	05/22/2026	241.08	Customer #616580	104677328 - Congregate Meals - La	
Nicholas & Company	137208	9623259	05/21/2026	05/22/2026	289.29	Customer #616580	104677325 - Congregate Meals - Bla	
Nicholas & Company	137208	9623259	05/21/2026	05/22/2026	433.94	Customer #616580	104678325 - Home Deliv Meals - Bla	
					<b>\$4,623.34</b>			
					<b>\$11,071.05</b>			
Nichols, Francesca	137124	CNich05012026	05/11/2026	05/14/2026	500.00	EMS Medical Director - May 2026	264350310 - Professional and Techni	
					<b>\$500.00</b>			
O'Reilly Auto Parts	137125	6848-122540	05/14/2026	05/14/2026	75.98	Customer #3601681	214412250 - Equipment Operation	
O'Reilly Auto Parts	137209	6848-140779	05/20/2026	05/22/2026	19.04	Customer #3601683	214412250 - Equipment Operation	
O'Reilly Auto Parts	137209	6848-141340	05/20/2026	05/22/2026	67.93	Customer #3601683	214412250 - Equipment Operation	
O'Reilly Auto Parts	137209	6848-141769	05/20/2026	05/22/2026	25.34	Customer #3601683	214412250 - Equipment Operation	
O'Reilly Auto Parts	137209	6848-141793	05/20/2026	05/22/2026	2.31	Customer #3601683	214412250 - Equipment Operation	
O'Reilly Auto Parts	137209	6848-141794	05/20/2026	05/22/2026	122.51	Customer #3601683	214412250 - Equipment Operation	
					<b>\$237.13</b>			
					<b>\$313.11</b>			
ODP Business Solutions, LLC	137126	463382863001	05/11/2026	05/14/2026	25.93	Account #47849426	104192240 - Econ Dev Office Expens	
ODP Business Solutions, LLC	137126	463382863001	05/11/2026	05/14/2026	25.94	Account #47849426	104193240 - Visitor Serv Office Expe	
					<b>\$51.87</b>			
					<b>\$51.87</b>			
Office Ally, Inc.	137127	OD32023	05/11/2026	05/14/2026	179.80	customer #U684948	104685615 - VDHCBS Contracts	
					<b>\$179.80</b>			
Office Equipment Co. Inc./Office Etc.	137128	519465	05/11/2026	05/14/2026	165.00	Account #SJC	104150310 - Non-Dept Professional a	
					<b>\$165.00</b>			

**San Juan County  
Check Register  
All Bank Accounts - 05/14/2026 to 05/22/2026**

Item 2.

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Packard Wholesale Co.	137129	3057862	05/11/2026	05/14/2026	370.55	customer ID 10301	104230350 - Jail State Prisoner Expe	
Packard Wholesale Co.	137129	3057863	05/11/2026	05/14/2026	315.03	Customer ID 10325	104230480 - Jail Kitchen Food	
Packard Wholesale Co.	137129	3057864	05/11/2026	05/14/2026	349.48	customer ID 10325	104230350 - Jail State Prisoner Expe	
Packard Wholesale Co.	137129	3058379	05/14/2026	05/14/2026	66.89	Customer ID 10311	156060265 - Custodial Supplies	
					<u>\$1,101.95</u>			
Packard Wholesale Co.	137210	3058387	05/18/2026	05/22/2026	281.91	Customer ID 10328	104678325 - Home Deliv Meals - Bla	
Packard Wholesale Co.	137210	3058458	05/20/2026	05/22/2026	661.18	Customer ID 10301	104230350 - Jail State Prisoner Expe	
Packard Wholesale Co.	137210	3058459	05/20/2026	05/22/2026	214.24	Customer ID 10325	104230480 - Jail Kitchen Food	
Packard Wholesale Co.	137210	3058983	05/21/2026	05/22/2026	230.82	Customer ID #10312	156010265 - Custodial Supplies	
					<u>\$1,388.15</u>			
					<b>\$2,490.10</b>			
Palmer, Corbin	137211	CPalmRMB05072	05/21/2026	05/22/2026	165.00	POST TrainingTravel	104230480 - Jail Kitchen Food	
					<u>\$165.00</u>			
Pelorus Methods Inc	137130	260601	05/12/2026	05/14/2026	1,250.00	Account #243	104142310 - Clerk/Auditor Profession	
Pelorus Methods Inc	137130	260601	05/12/2026	05/14/2026	1,250.00	Account #243	104143310 - Treasurer Professional a	
					<u>\$2,500.00</u>			
					<b>\$2,500.00</b>			
Quill Corporation	137212	48758450	05/18/2026	05/22/2026	321.60	Account #3975560	104671240 - Area Plan Office Expens	
					<u>\$321.60</u>			
Rahm Logistics, LLC	137131	1157	05/13/2026	05/14/2026	2,573.00	Trucking Services SLC to Blanding	214414410 - Road Supplies	
Rahm Logistics, LLC	137213	1161	05/15/2026	05/22/2026	13,662.00	Trucking Services	214414410 - Road Supplies	
					<u>\$16,235.00</u>			
					<b>\$16,235.00</b>			
Redds Ace Hardware LLC	137132	206455	05/14/2026	05/14/2026	16.99	Account #10174	574424240 - Office Expense	
Redds Ace Hardware LLC	137132	240109	05/14/2026	05/14/2026	49.99	Customer #10174	156120260 - Buildings and Grounds	
Redds Ace Hardware LLC	137132	266056	05/14/2026	05/14/2026	96.46	customer #10174	156240260 - Buildings and Grounds	
Redds Ace Hardware LLC	137132	270603	05/14/2026	05/14/2026	341.98	Account #10174	264350260 - Buildings and Grounds	
Redds Ace Hardware LLC	137132	270755	05/14/2026	05/14/2026	24.69	Customer #10174	156240260 - Buildings and Grounds	
					<u>\$530.11</u>			
Redds Ace Hardware LLC	137214	273462	05/18/2026	05/22/2026	24.53	Account #10174	574424240 - Office Expense	
Redds Ace Hardware LLC	137214	274284	05/21/2026	05/22/2026	66.48	Customer #10174	156480260 - Buildings and Grounds	
					<u>\$91.01</u>			
					<b>\$621.12</b>			
Regalado, Jacob	137133	JRegaRMB03222	05/14/2026	05/14/2026	1,119.95	Western Regional Survey Conference Travel	104147230 - Surveyor Travel Expens	
					<u>\$1,119.95</u>			
					<b>\$1,119.95</b>			
Richins, Derrick C	137134	EV05112026	05/13/2026	05/14/2026	315.00	Court refund	103511000 - Justice Court Fines	
					<u>\$315.00</u>			
					<b>\$315.00</b>			
River Canyon Wireless	137135	181691	05/11/2026	05/14/2026	79.98	Customer #1599804	104620270 - Fair Utilities	
					<u>\$79.98</u>			
					<b>\$79.98</b>			
Roberts, Karen A	137215	KRoberts0513202	05/22/2026	05/22/2026	19.00	Interfacility Transfer BMH to St. Mary's	264350230 - Travel Expense	
					<u>\$19.00</u>			
					<b>\$19.00</b>			
Rocky Mountain Power	137136	59271696-004 8_	05/14/2026	05/14/2026	122.51	Account #59271696-004 8	104230312 - Jail Inmate Medical Exp	
					<u>\$122.51</u>			
					<b>\$122.51</b>			
San Juan Building Supply Inc.	137137	2605-006049	05/11/2026	05/14/2026	64.00	Account #2370	104850620 - Special Proj Miscellaneous	
San Juan Building Supply Inc.	137216	2604-005383	05/08/2026	05/22/2026	104.00	Account: 2370 - Maint Supplies	156110260 - Buildings and Grounds	
					<u>\$168.00</u>			
					<b>\$168.00</b>			

**San Juan County  
Check Register  
All Bank Accounts - 05/14/2026 to 05/22/2026**

Item 2.

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
San Juan Hospital	137138	9707746	05/14/2026	05/14/2026	119.66	Account #130834 Financial #672340	104230312 - Jail Inmate Medical Exp	
San Juan Hospital	137138	9711140	05/14/2026	05/14/2026	313.60	Account #132032 Financial #672337	104230312 - Jail Inmate Medical Exp	
					\$433.26			
					<b>\$433.26</b>			
Scott, Peggy F	137217	PScott05192026	05/21/2026	05/22/2026	1,750.00	2026 Primary Election Translations & Language Tr	104173310 - Elections Professional a	
					<b>\$1,750.00</b>			
Sharpe, Tranner	137218	TSharRMB05072	05/21/2026	05/22/2026	671.50	GBS Conference Travel	104134230 - Personnel Travel Expen	
					<b>\$671.50</b>			
Sharrer, Dean Francis	137139	DSharrer0513202	05/13/2026	05/14/2026	500.00	Case #251100125 Refund	103511000 - Justice Court Fines	
					<b>\$500.00</b>			
Shumway, Dennis	137219	DShumRMB0501	05/08/2026	05/22/2026	477.46	Local Environmental Health Admin Conference Tra	255500030 - DEQ General Funds Gr	
					<b>\$477.46</b>			
SJC Blanding Library or Nicole Perki	137140	PC05072026Bluff	05/12/2026	05/14/2026	31.17	Bluff Library Petty Cash Reimbursement	724581923 - Grant Expenses - Borro	
					<b>\$31.17</b>			
SJC Monticello Library	137141	MLPC04282026	05/13/2026	05/14/2026	46.31	Monticello Library Petty Cash	724581620 - Special Programs	
					<b>\$46.31</b>			
SJR Media	137220	SJCVC0426	05/22/2026	05/22/2026	600.67	101 Ways To Experience SJC	104193240 - Visitor Serv Office Expe	
					<b>\$600.67</b>			
SJSD Heritage Language Resource	137142	XX3601	05/14/2026	05/14/2026	322.50	SRP 2026	724581925 - Grant Expenses - Clef G	
					<b>\$322.50</b>			
Snowbird Resort LLC	137221	2DK9EK	05/22/2026	05/22/2026	3,224.00	Group #CJC526	104860330 - CJC Employee Educatio	
					<b>\$3,224.00</b>			
Southern Tire Mart LLC	137143	6280008702	05/14/2026	05/14/2026	581.71	Customer #0578825	214412250 - Equipment Operation	
Southern Tire Mart LLC	137143	6280008703	05/14/2026	05/14/2026	928.72	Customer #0578825	214412250 - Equipment Operation	
					\$1,510.43			
					<b>\$1,510.43</b>			
Summit Food Service LLC	137144	INV2000272954	05/12/2026	05/14/2026	640.84	Customer ID C8109000	274230350 - Inmate Commissary Exp	
Summit Food Service LLC	137144	INV2000272955	05/12/2026	05/14/2026	1.73	customer ID C8109001	274230350 - Inmate Commissary Exp	
					\$642.57			
Summit Food Service LLC	137222	INV2000273462	05/20/2026	05/22/2026	578.10	Customer ID C8109000	274230350 - Inmate Commissary Exp	
Summit Food Service LLC	137222	INV2000273463	05/20/2026	05/22/2026	5.17	Customer ID C8109001	274230350 - Inmate Commissary Exp	
					\$583.27			
					<b>\$1,225.84</b>			
Sysco Intermountain Food Svc.	137145	785302560	05/11/2026	05/14/2026	450.76	Customer #936070	104230480 - Jail Kitchen Food	
Sysco Intermountain Food Svc.	137145	785311109	05/12/2026	05/14/2026	571.91	Customer #936070	104230480 - Jail Kitchen Food	
					\$1,022.67			
Sysco Intermountain Food Svc.	137223	785317419	05/20/2026	05/22/2026	719.59	Customer #936070	104230480 - Jail Kitchen Food	
Sysco Intermountain Food Svc.	137223	785326170	05/20/2026	05/22/2026	644.52	Customer #936070	104230480 - Jail Kitchen Food	
					\$1,364.11			
					<b>\$2,386.78</b>			
The Advertiser	137224	A202603034	05/20/2026	05/22/2026	58.50	Business Basecamp 1/8 page ad	104192490 - Econ Dev Advertising an	
					<b>\$58.50</b>			

**San Juan County  
Check Register  
All Bank Accounts - 05/14/2026 to 05/22/2026**

Item 2.

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
The Product Center	137225	793382615937	05/20/2026	05/22/2026	498.43	Account #48290025	104230240 - Jail Office Expense	
					<b>\$498.43</b>			
US Bank Corporate Payment	ACH	4246 0445 5560 8	05/18/2026	05/22/2026	52,493.87	Unique ID ...4715	101511100 - Deferred Credit Card Am	
					<b>\$52,493.87</b>			
Utah Association of Local Health De	137226	401	05/21/2026	05/22/2026	145.00	Food Handler Cards	104192950 - Econ Dev Expense Rei	
					<b>\$145.00</b>			
Utah Children's Justice Center Progr	137227	UCJCP05212026	05/22/2026	05/22/2026	975.00	2026 CJC Symposium Registration	104860330 - CJC Employee Educatio	
					<b>\$975.00</b>			
Utah Counties Indemnity Pool	137146	3446	05/11/2026	05/14/2026	6,681.00	Airport Liability Insurance	634910510 - Insurance and Bonding	
					<b>\$6,681.00</b>			
Utah Department of Fuel Services	137147	F2610E00927	05/12/2026	05/14/2026	70.16	Account WEX00207	104142230 - Clerk/Auditor Travel Exp	
Utah Department of Fuel Services	137147	F2610E00927	05/12/2026	05/14/2026	182.11	Account WEX00207	104146251 - Assessor Gas, Oil and G	
Utah Department of Fuel Services	137147	F2610E00927	05/12/2026	05/14/2026	193.56	Account WEX00207	104147251 - Surveyor Gas, Oil and G	
Utah Department of Fuel Services	137147	F2610E00927	05/12/2026	05/14/2026	195.70	Account WEX00207	724581251 - Gas, Oil and Grease	
Utah Department of Fuel Services	137147	F2610E00927	05/12/2026	05/14/2026	204.18	Account WEX00207	104225251 - Fire/Rescue Gas, Oil an	
Utah Department of Fuel Services	137147	F2610E00927	05/12/2026	05/14/2026	239.69	Account WEX00207	104256251 - Noxious Weed Gas, Oil	
Utah Department of Fuel Services	137147	F2610E00927	05/12/2026	05/14/2026	302.08	Account WEX00207	104166251 - PS Bldg Gas, Oil and Gr	
Utah Department of Fuel Services	137147	F2610E00927	05/12/2026	05/14/2026	309.59	Account WEX00207	104111251 - Commission Gas, Oil an	
Utah Department of Fuel Services	137147	F2610E00927	05/12/2026	05/14/2026	320.99	Account WEX00207	104242251 - Build Insp Gas, Oil and	
Utah Department of Fuel Services	137147	F2610E00927	05/12/2026	05/14/2026	328.33	Account WEX00207	104255251 - EOC Gas, Oil and Grea	
Utah Department of Fuel Services	137147	F2610E00927	05/12/2026	05/14/2026	487.40	Account WEX00207	104192251 - Econ Dev Gas, Oil and	
Utah Department of Fuel Services	137147	F2610E00927	05/12/2026	05/14/2026	519.92	Account WEX00207	214412251 - Gas, Oil and Grease	
Utah Department of Fuel Services	137147	F2610E00927	05/12/2026	05/14/2026	656.64	Account WEX00207	214412251 - Gas, Oil and Grease	
Utah Department of Fuel Services	137147	F2610E00927	05/12/2026	05/14/2026	931.80	Account WEX00207	255012.251 - Local General Health G	
Utah Department of Fuel Services	137147	F2610E00927	05/12/2026	05/14/2026	1,375.93	Account WEX00207	104672251 - Acc Trans Gas, Oil and	
Utah Department of Fuel Services	137147	F2610E00927	05/12/2026	05/14/2026	1,845.25	Account WEX00207	264350251 - Gas, Oil and Grease	
Utah Department of Fuel Services	137147	F2610E00927	05/12/2026	05/14/2026	2,825.60	Account WEX00207	574424251 - Gas, Oil and Grease	
Utah Department of Fuel Services	137147	F2610E00927	05/12/2026	05/14/2026	14,691.99	Account WEX00207	104210251 - Sheriff Gas, Oil and Gre	
Utah Department of Fuel Services	137147	F2610E00927	05/12/2026	05/14/2026	37,541.58	Account WEX00207	214412251 - Gas, Oil and Grease	
					<b>\$63,222.50</b>			
					<b>\$63,222.50</b>			
Utah Department of Health and Hum	137228	26H5000925	05/21/2026	05/22/2026	828.94	Targeted Case Management - SFY 2027 Q1 Seed	255012.615 - Local General Health C	
					<b>\$828.94</b>			
Utah Department of Workforce Servi	137158	WFS1Q2026	05/15/2026	05/15/2026	23.73	1st QTR 2026	104965137 - Undistributed Workmens	
					<b>\$23.73</b>			
Utah Division of Technology Services	137148	2610R124000003	05/12/2026	05/14/2026	9.45	itdb221sp/mspd10:sanjuanCMS	104145482 - Attorney Law Library Su	
					<b>\$9.45</b>			
Utah Navajo Health System Inc	137149	164547	05/14/2026	05/14/2026	87.00	Patient ID 164547	104230312 - Jail Inmate Medical Exp	
					<b>\$87.00</b>			
Utah Retirement Systems	EFT	PR030126-3952	03/06/2026	05/20/2026	50.00	Traditional IRA	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR030126-3952	03/06/2026	05/20/2026	159.22	State Retirement - Post Retired	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR030126-3952	03/06/2026	05/20/2026	252.52	457 Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR030126-3952	03/06/2026	05/20/2026	725.67	Retirement Loan Repayment	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR030126-3952	03/06/2026	05/20/2026	1,560.00	Roth IRA	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR030126-3952	03/06/2026	05/20/2026	13,970.98	401k Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR030126-3952	03/06/2026	05/20/2026	52,038.75	State Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR030226-3952	03/06/2026	05/20/2026	12.50	457 Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR030226-3952	03/06/2026	05/20/2026	937.88	401k Retirement	102224000 - Retirement Payable	

**San Juan County  
Check Register  
All Bank Accounts - 05/14/2026 to 05/22/2026**

Item 2.

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Utah Retirement Systems	EFT	PR030226-3952	03/06/2026	05/20/2026	10,610.91	State Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR031526-3952	03/20/2026	05/21/2026	50.00	Traditional IRA	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR031526-3952	03/20/2026	05/21/2026	159.22	State Retirement - Post Retired	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR031526-3952	03/20/2026	05/21/2026	252.52	457 Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR031526-3952	03/20/2026	05/21/2026	725.67	Retirement Loan Repayment	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR031526-3952	03/20/2026	05/21/2026	1,560.00	Roth IRA	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR031526-3952	03/20/2026	05/21/2026	14,106.16	401k Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR031526-3952	03/20/2026	05/21/2026	56,460.52	State Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR031626-3952	03/20/2026	05/21/2026	12.50	457 Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR031626-3952	03/20/2026	05/21/2026	945.50	401k Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR031626-3952	03/20/2026	05/21/2026	10,460.10	State Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR032926-3952	04/03/2026	05/21/2026	50.00	Traditional IRA	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR032926-3952	04/03/2026	05/21/2026	159.22	State Retirement - Post Retired	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR032926-3952	04/03/2026	05/21/2026	252.52	457 Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR032926-3952	04/03/2026	05/21/2026	725.67	Retirement Loan Repayment	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR032926-3952	04/03/2026	05/21/2026	1,560.00	Roth IRA	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR032926-3952	04/03/2026	05/21/2026	13,809.17	401k Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR032926-3952	04/03/2026	05/21/2026	49,805.30	State Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR033026-3952	04/03/2026	05/21/2026	12.50	457 Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR033026-3952	04/03/2026	05/21/2026	945.48	401k Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR033026-3952	04/03/2026	05/21/2026	11,755.91	State Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR041226-3952	04/17/2026	05/21/2026	50.00	Traditional IRA	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR041226-3952	04/17/2026	05/21/2026	159.22	State Retirement - Post Retired	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR041226-3952	04/17/2026	05/21/2026	252.52	457 Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR041226-3952	04/17/2026	05/21/2026	726.75	Retirement Loan Repayment	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR041226-3952	04/17/2026	05/21/2026	1,560.00	Roth IRA	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR041226-3952	04/17/2026	05/21/2026	13,652.26	401k Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR041226-3952	04/17/2026	05/21/2026	50,641.52	State Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR041326-3952	04/17/2026	05/21/2026	12.50	457 Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR041326-3952	04/17/2026	05/21/2026	699.00	401k Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR041326-3952	04/17/2026	05/21/2026	11,788.27	State Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR042626-3952	05/01/2026	05/21/2026	50.00	Traditional IRA	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR042626-3952	05/01/2026	05/21/2026	82.41	State Retirement - Post Retired	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR042626-3952	05/01/2026	05/21/2026	252.52	457 Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR042626-3952	05/01/2026	05/21/2026	613.76	Retirement Loan Repayment	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR042626-3952	05/01/2026	05/21/2026	1,560.00	Roth IRA	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR042626-3952	05/01/2026	05/21/2026	13,582.38	401k Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR042626-3952	05/01/2026	05/21/2026	62,827.94	State Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR042726-3952	05/01/2026	05/21/2026	12.50	457 Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR042726-3952	05/01/2026	05/21/2026	708.38	401k Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR042726-3952	05/01/2026	05/21/2026	12,139.17	State Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR051026-3952	05/15/2026	05/21/2026	50.00	Traditional IRA	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR051026-3952	05/15/2026	05/21/2026	159.22	State Retirement - Post Retired	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR051026-3952	05/15/2026	05/21/2026	252.52	457 Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR051026-3952	05/15/2026	05/21/2026	613.76	Retirement Loan Repayment	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR051026-3952	05/15/2026	05/21/2026	1,560.00	Roth IRA	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR051026-3952	05/15/2026	05/21/2026	13,745.11	401k Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR051026-3952	05/15/2026	05/21/2026	49,984.70	State Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR051126-3952	05/15/2026	05/21/2026	12.50	457 Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR051126-3952	05/15/2026	05/21/2026	639.04	401k Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR051126-3952	05/15/2026	05/21/2026	11,901.74	State Retirement	102224000 - Retirement Payable	
					<u>\$494,416.08</u>			
					<b>\$494,416.08</b>			
Utah State Division of Finance	137229	Loan #B1913	05/18/2026	05/22/2026	4,700.01	Borrower ID 2636	101511100 - Deferred Credit Card Am	
Utah State Division of Finance	137229	Loan #B1913	05/18/2026	05/22/2026	17,000.00	Borrower ID 2636	244850830 - Interest Expense SJ Co	
					<u>\$21,700.01</u>			
					<b>\$21,700.01</b>			
Utah State Treasurer	137150	202600430	05/11/2026	05/14/2026	20,879.45		103511000 - Justice Court Fines	

**San Juan County  
Check Register  
All Bank Accounts - 05/14/2026 to 05/22/2026**

Item 2.

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Utah State Treasurer	137150	UST05112026	05/11/2026	05/14/2026	20.00	Children's Defense Trust Fund	103222000 - Marriage Licenses Reve	
					\$20,899.45			
					<b>\$20,899.45</b>			
Utah State University	137151	A35629-26-04	05/13/2026	05/14/2026	-79.50	USU Account #A35629-584500	104610210 - Ag Ext Subscriptions an	
Utah State University	137151	A35629-26-04	05/13/2026	05/14/2026	54.99	USU Account #A35629-584500	104610480 - Ag Ext Special Departm	
Utah State University	137151	A35629-26-04	05/13/2026	05/14/2026	431.22	USU Account #A35629-584500	104610610 - Ag Ext Miscellaneous S	
Utah State University	137151	A35629-26-04	05/13/2026	05/14/2026	1,492.95	USU Account #A35629-584500	104610230 - Ag Ext Travel Expense	
Utah State University	137151	A35629-26-04	05/13/2026	05/14/2026	3,440.39	USU Account #A35629-584500	104610620 - Ag Ext Miscellaneous S	
					\$5,340.05			
					<b>\$5,340.05</b>			
Verizon Wireless	137230	6142428104	05/20/2026	05/22/2026	338.71	Account #242733870-00001	104192970 - Econ Dev Sponsorship	
Verizon Wireless	137230	6142509758	05/20/2026	05/22/2026	39.67	Account #742063425-00001	255310.280 - PHEP Preparedness Te	
Verizon Wireless	137230	6142509758	05/20/2026	05/22/2026	39.67	Account #742063425-00001	255450.280 - PH Infrastructure Workf	
Verizon Wireless	137230	6142971145	05/21/2026	05/22/2026	230.02	Account #365552000-00001	104672280 - Acc Trans Telephone	
Verizon Wireless	137230	6143535251	05/20/2026	05/22/2026	809.21	Account #665507629-00001	104230280 - Jail Telephone	
					\$1,457.28			
					<b>\$1,457.28</b>			
Waste Management of Colorado	137152	0467401-4889-8	05/14/2026	05/14/2026	266.93	Customer ID 16-82922-73004	156320270 - Utilities	
Waste Management of Colorado	137152	0468705-4889-1	05/14/2026	05/14/2026	57.56	Customer ID 16-83942-53002	156120270 - Utilities	
Waste Management of Colorado	137152	0468784-4889-6	05/14/2026	05/14/2026	168.18	Customer ID 16-83977-33005	156220270 - Utilities	
Waste Management of Colorado	137152	0468845-4889-5	05/14/2026	05/14/2026	351.73	Customer ID 19-36095-03000	156060270 - Utilities	
					\$844.40			
					<b>\$844.40</b>			
Wheeler Machinery Company	137153	PS002089370	05/06/2026	05/14/2026	354.74	Customer #080103	214412250 - Equipment Operation	
Wheeler Machinery Company	137153	PS002089371	05/14/2026	05/14/2026	1,057.77	Customer #080103	214412250 - Equipment Operation	
					\$1,412.51			
Wheeler Machinery Company	137231	PS002093543	05/20/2026	05/22/2026	1,336.62	Cudstomer #080103	214412250 - Equipment Operation	
Wheeler Machinery Company	137231	PS002095217	05/20/2026	05/22/2026	230.27	Customer #080103	214412250 - Equipment Operation	
Wheeler Machinery Company	137231	PS002096095	05/16/2026	05/22/2026	447.41	Customer #080103	214412250 - Equipment Operation	
					\$2,014.30			
					<b>\$3,426.81</b>			
Wilbur-Ellis Company	137154	17716516	04/02/2026	05/14/2026	40,305.36	Account #2059752	104256480 - Noxious Weed Special	
					<b>\$40,305.36</b>			
Woody, Mary Ann	137155	MWoody0511202	05/11/2026	05/14/2026	300.00	Election Seminars (Mon. Valley & red Mesa)	104173320 - Elections Liasons	
					<b>\$300.00</b>			
XL PR LLC	137232	1083	05/21/2026	05/22/2026	1,797.00	PR Plan & Strategies development	104192615 - Econ Dev Contracts	
					<b>\$1,797.00</b>			
					<b>\$1,044,800.77</b>			

**FIRST CDBG PUBLIC HEARING MINUTES**  
**SAN JUAN COUNTY FIRST CDBG PUBLIC HEARING**  
**HEARING HELD at the Commission Chambers, 117 South Main Street,**  
**Monticello, Utah 84535 on Monday, January 26, 2026 at 6 PM.**

The San Juan County first CDBG public hearing was held on Monday, January 26, 2026, in the Commission Chambers at 117 South Main Street, Monticello, Utah 84535, meeting commenced at 6:00 PM.

**Present:** Commissioner Lori Maughan, Commissioner Jamie Harvey, Commissioner Silvia Stubbs, County Administrator Mack McDonald, Brian Stubbs (Public) and Tony Dayish (Public).

**County Recorder:** Cindy Holyoak  
**County Clerk:** Lyman W. Duncan  
**County Attorney:** Mitch Maughan

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC HEARING:**

Commissioner Chair Lori Maughan opened the public hearing for the CDBG program and stated that the purpose of the public hearing is to provide citizens with pertinent information about the Community Development Block Grant program and to allow for discussion of possible applications for the 2026 funding cycle. It was explained that the grant money must be spent on projects benefiting primarily low and moderate-income persons. The Southeastern Regional Development Agency (SERDA) formerly known as SEUALG, in which San Juan County is a member, is expecting to receive approximately \$778,284 in this new program year. All eligible activities that can be accomplished under this program are identified in the CDBG Application Policies and Procedures Manual and interested persons can review it at any time.

Commissioner Chair Lori Maughan read several of the eligible activities listed including examples, such as Construction of public works and facilities, e.g., water and sewer lines, fire stations, acquisition of real property, provision of public services such as food banks or homeless shelters. Commissioner Maughan indicated that in the past San Juan County has not received CDBG funding. The county has handed out its capital investment plan as part of the regional "Consolidation Plan". This list shows which projects the city has identified as being needed in the community. It was asked that anyone with questions, comments or suggestions during the hearing please identify themselves by name, before they speak. The clerk will include your names in the minutes and we would like to specifically respond to your questions and suggestions during the hearing. Commissioner Vice-Chair Harvey asked about the possible use of the CDBG funds. He mentioned the artwork for the Montezuma Creek roundabout. County Administrator Mack McDonald stated the funding comes from the federal government to the State of Utah and the funding grant is split up per capita and distributed to the counties. The Navajo Nation likewise received CDBG funding for projects throughout the chapters.

Commissioner Chair Lori Maughan then asked if there were any other suggestions. The hearing was adjourned at 6:08 PM.

Approved: Lou Marzulli, chair

Date: 5/29/2026

Attest: Lynne W. Dunne

Date: 5/29/26

Ratified on June 2, 2026



**BOARD OF COMMISSIONERS MEETING SECOND COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC HEARING**

117 South Main Street, Monticello, Utah 84535. Commission Chambers  
May 19, 2026, at 11:00 AM

**MINUTES**

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

**AUDIO:** <https://www.utah.gov/pmn/files/1436065.mp3>

**VIDEO:** [https://www.youtube.com/watch?v=emxKwiu\\_r-g](https://www.youtube.com/watch?v=emxKwiu_r-g)

**CALL TO ORDER**

**Time Stamp 0:00:01 (audio) & 0:02:01 (video)**

Commission Chair Maughan called the meeting to order at 11:00 a.m.

**ROLL CALL**

**Time Stamp 0:00:15 (audio) & 0:02:15 (video)**

Commission Chair Maughan called for attendance:

**PRESENT**

Lori Maughan, Commission Chair

Jamie Harvey, Commission Vice-Chair

Silvia Stubbs, Commissioner

**STAFF**

Lyman W. Duncan, Clerk/Auditor

Mitch Maughan, County Attorney

Jens Nielsen, Deputy County Attorney

Cindi Holyoak, Recorder

Jed Tate Landfill Manager

Lehi Lacy, Sheriff

Tranner Sharpe, Human Resources

Mike Moulton, Public Health Interim Director

Devlin McCarthy, Surveyors Office  
 Talia Hansen, Economic Development Director  
 Jeremy Hoggard, EMS Director  
 Amer Tumeh, Bluff resident  
 Brian Stubbs, Blanding resident  
 Tammy Squires, San Juan Counseling Director  
 Aaron Duke, San Juan Counseling Director of Operations

## INVOCATION

**Time Stamp 0:00:27 (audio) & 0:02:27 (video)**

Lyman W. Duncan, resident of Monticello, offered the invocation.

## PLEDGE OF ALLEGIANCE

**Time Stamp 0:02:01 (audio) & 0:04:01 (video)**

Mitch Maughan, County Attorney, led the audience in reciting the Pledge of Allegiance.

## CONFLICT OF INTEREST DISCLOSURE

**Time Stamp 0:02:25 (audio) & 0:04:25 (video)**

Commission Chair Maughan asked the commissioners if they had any conflicts of interest with today's commission agenda. Each affirmed they did not have any conflicts of interest with the agenda.

## PUBLIC HEARINGS

**Time Stamp 0:03:52 (audio) & 0:05:52 (video)**

Motion to Enter Community Development Block Grant (CDBG) Hearing:

Motion made by Commission Vice-Chair Harvey, Seconded by Commissioner Stubbs.

Voting Yea: Commission Chair Maughan, Commissioner Vice-Chair Harvey, Commissioner Stubbs

**Time Stamp 0:02:38 (audio) & 0:04:38 (video)**

Commission Chair Maughan read aloud Item 1:

1. San Juan County will hold a public hearing to discuss the project determined to be applied for in the CDBG Small Cities Program in Program Year 2026. The project includes installation of a restroom in the La Sal First Responder Building located in New La Sal. This project includes installation of a septic system as well as restroom furnishings. Comments will be solicited on the project scope, implementation and its effects on residents. The hearing will begin at 11:00

A.M. on May 19<sup>th</sup>, 2026, located at 117 South Main Street, Monticello, Utah, in the Commission Chambers located on the 4<sup>th</sup> floor. Further information can be obtained by contacting Rosa Vargas at (435) 587-3225. In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this hearing should notify Lyman Duncan at 117 South Main Street at least three days prior to the hearing. Individuals with speech and/or hearing impairments may call the Relay Utah by dialing 711. Navajo Relay Utah: 1.888.346.3162.

**PUBLIC COMMENT**

**Time Stamp 0:03:23 (audio) & 0:05:23 (video)**

Commission Chair Maughan asked if anyone in the audience wanted to make any public comments. No one offered to speak. She checked online to see if any wanted to express any public comments, no one volunteered to speak.

**ADJOURNMENT**

**Time Stamp 0:03:54 (audio) & 0:05:54 (video)**

Motion made by Commissioner Stubbs, Seconded by Commissioner Vice-Chair Harvey.  
Voting Yea: Commission Chair Maughan, Commissioner Vice-Chair Harvey, Commissioner Stubbs

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

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

APPROVED: \_\_\_\_\_  
San Juan County Board of County Commissioners

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

ATTEST: \_\_\_\_\_  
San Juan County Clerk/Auditor

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

**FIRST CDBG PUBLIC HEARING MINUTES  
SAN JUAN COUNTY SECOND CDBG PUBLIC HEARING  
HEARING HELD at the Commission Chambers, 117 South Main Street,  
Monticello, Utah 84535 on Tuesday, May 19, 2026 at 11 AM.**

The San Juan County first CDBG public hearing was held on Tuesday, May 19, 2026, in the Commission Chambers at 117 South Main Street, Monticello, Utah 84535, meeting commenced at 11:00 AM.

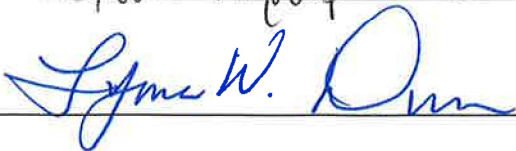
**Present:** Commissioner Lori Maughan, Commissioner Jamie Harvey, Commissioner Silvia Stubbs, Lyman W. Duncan (Clerk/Auditor), Mitch Maughan (County Attorney), Jens Nielsen (Deputy County Attorney), Cindy Holyoak (Recorder), Jed Tate (Landfill Manager), Lehi Lacy (Sheriff), Tranner Sharpe (Human Resources), Mike Moulton (Public Health Interim Director), Delvin McCarthy (Surveyors Office), Talia Hansen (Economic Development Director), Jemery Hoggard (EMS Director), Amer Tumeh (Public), Brian Stubbs Public, Tammy Squires (San Juan Counseling Director) and Aaron Duke (San Juan Counseling Director of Operations).

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC HEARING:**

Commissioner Chair Lori Maughan opened the second public hearing for the CDBG program. Commissioner Chair Lori Maughan stated that this hearing was called to allow all citizens to provide input concerning the project that was awarded under the 2026 Community Development Block Grant Program. The county has amended its capital investment plan and decided to apply for funds on behalf of the Bathroom Addition to the First Responder Building at the La Sal Fire Station in La Sal, Utah. The Commissioner introduced that San Juan County will be working in conjunction with the La Sal Fire District as project manager. The Commissioner explained that the application was successful in the regional rating and ranking process and La Sal Fire EMS Bathrooms was awarded \$187,000 to cover the total project cost. The Commissioner explained the project to those in attendance. The Commissioner then asked for any comments, questions or concerns from the audience. No comments were given in person or online. The hearing was adjourned at 11:04 AM.

Approved: 

Date: 5/29/26

Attest: 

Date: 5/29/26

*Ratified June 2, 2026*



**BOARD OF COMMISSIONERS MEETING**  
 117 South Main Street, Monticello, Utah 84535. Commission Chambers  
 May 19, 2026, at 11:00 AM

## MINUTES

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

**AUDIO:** <https://www.utah.gov/pmn/files/1436067.mp3>

**VIDEO:** <https://www.youtube.com/watch?v=7P7dIH1PXR&t=84s>

The Invocation & Pledge of Allegiance was carried over from the earlier Community Development Block Grant (CDBG) Public Hearing.

### CALL TO ORDER

**Time Stamp 0:05:39 (audio) & 0:07:05 (video)**

Commission Chair Lori Maughan called the commission meeting to order at 11:05 a.m.

### ROLL CALL

**Time Stamp 0:05:42 (audio) & 0:07:10 (video)**

Commission Chair Maughan called for attendance:

### PRESENT

Lori Maughan, Commission Chair  
 Jamie Harvey, Commission Vice-Chair  
 Silvia Stubbs, Commissioner

### STAFF

Lyman W. Duncan, Clerk/Auditor  
 Mitch Maughan, County Attorney  
 Jens Nielsen, Deputy County Attorney  
 Cindi Holyoak, Recorder,  
 Jed Tate Landfill Manager  
 Lehi Lacy, Sheriff  
 Tranner Sharpe, Human Resources  
 Mike Moulton, Public Health Interim Director  
 Devlin McCarthy, Surveyors Office  
 Talia Hansen, Economic Development Director

Jeremy Hoggard, EMS Director  
 Amer Tumeh, Bluff resident  
 Brian Stubbs, Blanding resident  
 Tammy Squires, San Juan Counseling Director  
 Aaron Duke, San Juan Counseling Clinical Director

## CONFLICT OF INTEREST DISCLOSURE

### Time Stamp 0:06:01 (audio) & 0:07:39 (video)

Commission Chair Maughan asked the commissioners if they had any conflicts of interest with today's agenda. Each commissioner affirmed they did not have any conflicts with today's agenda.

## PUBLIC COMMENT

### Time Stamp 0:06:14 (audio) & 0:07:52 (video)

*Public comments will be accepted through the following Zoom Meet link*  
<https://us02web.zoom.us/j/88279631170> Meeting ID: 882 7963 1170 One tap mobile  
 +13462487799,,88279631170# US (Houston)

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

*As indicated in our Commission Policies and Procedures, the following applies:*

The purpose of the San Juan County Commission meeting is to conduct county business in a public setting, as provided by law. We truly value and welcome public comment, as it gives citizens an important opportunity to share ideas, concerns, and suggestions that help strengthen our county.

To ensure everyone has a fair opportunity to speak, comments are limited to three minutes and should focus on county programs and operations. Objective criticism is welcome; however, complaints about specific county personnel or private individuals will not be permitted.

Please understand that public comment is not a debate or question-and-answer session, and an immediate response from the Commission should not be expected.

If you would like more information or further discussion, a member of our staff will be happy to assist you in setting up a follow-up meeting. We appreciate your participation and your willingness to be involved in your county government.

Commissioner Maughan read the above statement before checking the sign-in sheet for any willing participants in the Public Comment portion of the commission meeting, no one offered any comments. She then checked online to see if anyone wanted to express any public comments. Once again, no one offered any public comments.

**CONSENT AGENDA** (Routine Matters) Lori Maughan, County Chair

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

**Time Stamp 0:07:40 (audio) & 0:09:12 (video)**

Commission Chair Maughan presented the Consent Agenda for the commission to review and approve.

Motion to approve # 1-11, 13. Motion for #12, delayed until a future date.

Motion made by Commissioner Vice-Chair Harvey, Seconded by Commissioner Stubbs.

Voting Yea: Commission Chair Maughan, Commissioner Vice-Chair Harvey, Commissioner Stubbs

Commission Vice-Chair Harvey asked why the process for securing nominees has changed from posting the opening in the newspaper. Tammy Squires, San Juan Counseling Director, answered that the previous chair had secured the commitment from Ricky Eldredge to join the Board. Attorney Maughan recommended that the opening be publicly notified, candidates be approved by the Counselling Board, and then returned to the commission for approval.

1. Approval of the Purchase of Additional 30 Yard Recycling Bin
2. Approval of September 16, 2025, Commission Meeting Minutes
3. Approval of November 24, 2025, Commission Meeting Minutes
4. Approval of December 2, 2025, Commission Meeting Minutes
5. Approval of December 2, 2025, Commission Meeting Minutes
6. Approval of the April 21, 2026, Commission Work Session Meeting
7. Approval of the April 21, 2026, Commission Meeting Minutes
8. Approval of May 5, 2026, Commission Meeting Minutes
9. Approval of the Check Register for April 10 through May 14, 2026
10. Approval of a Letter of Support for UDOT for ongoing safety concerns of the entrance B129 Yellow Circle Road
11. Approval of a Letter of Support for Active Re-Entry and Learning Center CIB Funding
12. Approval of the Appointment of Ricky Eldredge to serve on the San Juan County Mental Health Board for a 4-Year Term
13. Approval of the San Juan County Airport Liability placed on a 3-Year term

**RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS**

## 14. Presentation on the Energy Rebates Program

**Time Stamp 0:13:38 (audio) & 0:15:06 (video)**

Drew Cooper, from the Home Energy Rebates program, presented the Home Energy Rebate session for the commission to review. Drew said that Green Cat is the grant/fund recipient manager for the State of Utah. He indicated the federal government has set aside 8 million dollars for home energy updates to Utah Tribal residents living on reservations. He asked the commission to continue their involvement in the Energy Rebate program. Commission Vice-Chair Harvey thanked them for their efforts in securing the funding and is looking forward to the implementation phase.

## 15. Discussion UAC Eric Clark Legal Service Contract as a Deputy Attorney

**Time Stamp 0:33:23 (audio) & 0:35:00 (video)**

Mitch Maughan, County Attorney, presented the discussion regarding the proposed UAC's Legal Service contract with the county. The individual will be under Mitch and will provide the legal support for the proposed Moab Valley Fire Annexation of (Spanish Valley to La Sal) part of the County. Commissioner Stubbs expressed her support for proceeding forward with the intent to develop the contract with UAC for legal services. Mitch recommended the contract be placed on a future commission for approval.

## 16. Blanding Affordable Housing for Families Project Summary Information. Bill Knowlton, Manager Blanding Partners, LLC

**Time Stamp 0:47:00 (audio) & 0:48:27 (video)**

Talia Hansen, Economic Development Director, spoke about the Blanding Affordable Housing for Families project. Talia said the state has finally approved the 25-unit project, and she asked if the county was willing to contribute financially to the project. Commission Vice-Chair Harvey stated the county might be interested in securing two apartments that can be used to support the county homeless program.

## 17. Project Goals and Objectives Presentation, Balcony Technology. Cindi Holyoak, Recorder

**Time Stamp 0:56:26 (audio) & 0:57:57 (video)**

Cindi Holyoak, County Recorder, introduced Balcony Technology by providing their goals and objectives for the commission to review. Jason Hargrove, Balcony Technology, gave an overview of the software and its capabilities. Balcony will take our documents and produce a detailed map or fabric (GIS layer). They will map the fragmented land records and produce a searchable land record for county. Balcony will share the subscriber revenue with the county for users of the program.

**BUSINESS/ACTION**

18. Consideration and Approval of a Master Services and License Agreement between San Juan County and Balcony Technology Group, Inc. Cindi Holyoak, Recorder

**Time Stamp 1:22:22 (audio) & 1:23:33 (video)**

Cindi Holyoak, County Recorder, presented the Master Services & License agreement for the commission to review and approve. The contract agreement will be postponed until a future date.

19. Consideration and approval of a Data Sharing Agreement (DSA) between the Utah Department of Health and Human Services and the San Juan County Public Health Department. Mike Moulton, Public Health Interim Director

**Time Stamp 1:22:48 (audio) & 1:24:16 (video)**

Mike Moulton, Public Health Interim Director, presented the Data Sharing Agreement for the commission to review and approve.

Motion made by Commissioner Vice-Chair Harvey, Seconded by Commissioner Stubbs.  
Voting Yea: Commission Chair Maughan, Commissioner Vice-Chair Harvey, Commissioner Stubbs

20. Consideration and Approval of the San Juan Counseling's Area Plan for Fiscal Year 2027. Tammy Squires, Director of San Juan Counseling

**Time Stamp 1:23:42 (audio) & 1:25:11 (video)**

Tammy Squires, Director of San Juan Counseling, presented the 2027 Fiscal Year Area Plan for the commission to review and approve.

Motion made by Commissioner Vice-Chair Harvey, Seconded by Commissioner Stubbs.  
Voting Yea: Commission Chair Maughan, Commissioner Vice-Chair Harvey, Commissioner Stubbs

21. Consideration and Approval of the 2026 Purchase of Fencing Material. Jed Tate, Landfill Manager

**Time Stamp 1:25:35 (audio) & 1:27:05 (video)**

Jed Tate, Landfill Manager, presented the 2026 purchase of fencing material for the commission to review and approve. The 500 feet of fence will stop most of the trash blowing out of the facility. Commissioner Harvey stated that individuals have asked if the landfill can be open on Saturdays. Jed mentioned that the budget would need to be increased. Blanding City closed their transfer station, and Jed mentioned that if they re-opened the transfer station it would solve the problem.

Motion made by Commissioner Vice-Chair Harvey, Seconded by Commissioner Stubbs.  
Voting Yea: Commission Chair Maughan, Commissioner Vice-Chair Harvey, Commissioner Stubbs

22. Consideration and Approval of a 6-Week Trial Implementation of the Flock License Plate Recognition (LPR) System. Lehi Lacy, County Sheriff

**Time Stamp 1:31:35 (audio) & 1:33:04 (video)**

Lehi Lacy, County Sheriff, presented the 6-week trial implementation of the Flock License Plate Recognition (LPR) for the commission to review and approve. These cameras tracked the triple homicide criminal from Wayne County to Arizona, New Mexico, and Colorado, where he was arrested in Pagosa Springs. Lehi said that it only tracks license plates, not identities.

Motion made by Commissioner Stubbs, Seconded by Commissioner Vice-Chair Harvey.  
Voting Yea: Commission Chair Maughan, Commissioner Vice-Chair Harvey, Commissioner Stubbs

23. Consideration and Approval of a 2026 Cooperative Agreement Between San Juan County and Utah State University. Talia Hansen, Economic Development Director

**Time Stamp 1:35:44 (audio) & 1:37:16 (video)**

Talia Hansen, Economic Development Director, presented the 2026 Cooperative Agreement with Utah State University for the commission to review and approve.

Motion made by Commissioner Vice-Chair Harvey, Seconded by Commissioner Stubbs.  
Voting Yea: Commission Chair Maughan, Commissioner Vice-Chair Harvey, Commissioner Stubbs

24. CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDING ORDINANCE 2020-04 ESTABLISHING THE PURCHASING POLICY WITHIN SAN JUAN COUNTY. Tranner Sharpe, Human Resources

**Time Stamp 1:37:48 (audio) & 1:39:18 (video)**

Tranner Sharpe, Human Resources, presented the Ordinance Amending the 2020-04 Establishing the Purchase Policy within San Juan County for the commission to review and approve. Motion to postpone while waiting for further clarification from the Attorney's Office.

Motion made by Commissioner Vice-Chair Harvey, Seconded by Commissioner Stubbs.  
Voting Yea: Commission Chair Maughan, Commissioner Vice-Chair Harvey, Commissioner Stubbs

25. CONSIDERATION AND APPROVAL OF A RESOLUTION FROM THE SAN JUAN COUNTY BOARD OF COMMISSIONERS APPROVING THE RECLASSIFICATION OF ELIGIBLE EMERGENCY MEDICAL SERVICES EMPLOYEES INTO APPROPRIATE URS RETIREMENT LANES. Tranner Sharpe, Human Resources

**Time Stamp 1:50:33 (audio) & 1:5:46 (video)**

Tranner Sharpe, Human Resources, presented the Resolution Approving the Reclassification of Eligible Emergency Services Employees into Appropriate URS Retirement Lanes for the commission to review and approve.

Motion made by Commissioner Vice-Chair Harvey, Seconded by Commissioner Stubbs.  
Voting Yea: Commission Chair Maughan, Commissioner Vice-Chair Harvey, Commissioner Stubbs

26. CONSIDERATION AND APPROVAL TO AN AMENDED RESOLUTION CLARIFYING THE COUNTY COMMISSION FORM OF GOVERNMENT AND THE GOVERNING AUTHORITY OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS. Mitchell Maughan, County Attorney

**Time Stamp 1:51:18 (audio) & 1:52:57 (video)**

Mitch Maughan, County Attorney, presented the Amended Resolution Clarifying the County Form of Government and the Governing Authority of the San Juan County Board of Commissioners for the commission to review and approve. There were two requested changes: 1) Commissioners can individually meet with department heads or elected officials, 2) Commissioners can meet with the county administrator. if the other two are notified. Commissioner Stubbs expressed the desire for all three commissioners to be present when speaking with the County Attorney.

Motion to stay with the original Form of Government document one (1) (w/ purple highlight)

Motion made by Commissioner Vice-Chair Harvey, Seconded by Commissioner Stubbs.  
Voting Yea: Commission Chair Maughan, Commissioner Vice-Chair Harvey, Commissioner Stubbs

27. Consideration and Approval of the Agreement between San Juan County and Jones & DeMille Engineering, Inc for Professional Services. Lori Maughan, Commission Chair

**Time Stamp 1:59:04 (audio) & 2:00:42 (video)**

Commission Chair Maughan, presented the Agreement with Jones DeMille Engineering, Inc. for the commission to review and approve. This contract is for the CDBG grant presented earlier.

Motion made by Commissioner Stubbs, Seconded by Commissioner Vice-Chair Harvey.  
Voting Yea: Commission Chair Maughan, Commissioner Vice-Chair Harvey, Commissioner Stubbs

**EXECUTIVE SESSION**

28. A Motion to Enter into a Closed Executive Session to Discuss the Character, Professional Competence, or Physical or Mental Health of an Individual as Permitted Under UCA 52-4-205.

**Time Stamp 2:00:07 (audio) & 2:01:48 (video)**

Motion to enter executive session:

Motion made by Commissioner Vice-Chair Harvey, Seconded by Commissioner Stubbs.  
Voting Yea: Commission Chair Maughan, Commissioner Vice-Chair Harvey, Commissioner Stubbs

29. A Motion to Enter Into a Closed Executive Session for a Strategy Sessions to Discuss Pending or Reasonably Imminent Litigation as Permitted Under UCA 52-4-205.

Postponement to a future commission Meeting

**COMMISSION REPORTS**

Postponement to a future commission Meeting

**ADJOURNMENT**

Adjourned from the executive session:

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

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

APPROVED: \_\_\_\_\_  
San Juan County Board of County Commissioners

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

ATTEST: \_\_\_\_\_  
San Juan County Clerk/Auditor

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



Clerk/Auditor  
Lyman W. Duncan  
lduncan@sanjuancountyut.gov

**Renewal Form for Retail Alcohol License**

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

Business Name Bullfrog Boat & Go Owner Robert Deitz  
Address 1 W Hwy 276 City Halls Crossing State UT  
Type of License applied for OP Class A Driver's License D2322 65875 04614

- Off Premise Beer retailer - OP Class A - \$250
- Bar Establishment - CL Class B - \$400
- On-Premises Beer - BE Class C - \$400
- Restaurant Beer only - RB Class D - \$250
- Restaurant Limited - RL Class D - \$250
- Restaurant/Banquet - RE Class D - \$250
- Single (Day) Event Activity - Class A - \$100

New Jersey

Aramark Sports & Entertainment Services, LLC

Hereby applies for a license renewal to vend light beer at retail for and behalf of \_\_\_\_\_

Whose {partners and officers} are: Robert Deitz, Vice President  
\_\_\_\_\_  
\_\_\_\_\_

And who have complied with the statutory requirements and possess the qualifications specified in the Title 32B – Alcoholic Beverage Control Act Liquor Control Act:

State Retail Alcohol License: Y/N \_\_\_\_\_ State License #: \_\_\_\_\_  
Proximity requirements met: Y/N \_\_\_\_\_ Manager/Employee Training: Y/N \_\_\_\_\_  
Surety Bond (\$2,500): Y/N \_\_\_\_\_ Floor Plan (copy) Y/N \_\_\_\_\_  
& Public Liability insurance: Y/N \_\_\_\_\_ Amounts carried: \_\_\_\_\_

County Business license: Y/N # \_\_\_\_\_



Clerk/Auditor  
Lyman W. Duncan  
lduncan@sanjuancountyut.gov

**Renewal Form for Retail Beer License**

and all ordinances of San Juan County and request license to be issued for the following premises at \_\_\_\_\_, in Utah, for a term of 12 months, commencing the 1st day of January 2025, and ending the 31 day of December 2025.

It is expressly understood and agreed that the San Juan County Commission may, with or without hearing, refuse to grant the license herein applied for, or if allowed will be granted and accepted by licensee on condition that it may be revoked at the will and pleasure of the San Juan County Commission and no cause therefore need when in their opinion such action is necessary for the protection of the public health, peace or morals, or for violation of law or ordinances relating to beer or the Licensee’s conduct of licensed premises.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of  
Applicant \_\_\_\_\_

Approved Y/N by County commission Chair: \_\_\_\_\_

County Clerk \_\_\_\_\_



## Local Authority Consent for an Off-premise Beer Retailer State License

The local business licensing authority gives written consent to the Alcoholic Beverage Services Commission to consider the issuance of an off-premise beer retailer state license for a person to purchase, store, sell, or offer for sale 5% or less ABV beer for consumption off the premises under the following authorities: Utah Code Title 32B, Chapter 7.

### San Juan County

hereby grants its consent for the issuance of a license to:

**Business Name (DBA):** Bullfrog Dock N'Stock

**Entity Name (or owner's name if sole proprietor):** Aramark Sports & Entertainment LLC

**Physical Location Street Address:** 1W Hwy 276

**City:** Halls Crossing Marina      **Zip Code:** 84533

**Authorized Licensing Authority Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

This local consent document must be submitted to the DABS by the applicant as part of a complete application.



Clerk/Auditor  
Lyman W. Duncan  
lduncan@sanjuancountyut.gov

**Renewal Form for Retail Alcohol License**

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

Business Name Bullfrog Dock N'Stock Owner Robert Deitz  
Address 1 W Hwy 276 City Halls Crossing State UT  
Type of License applied for OP Class A Driver's License D2322 65875 04614

- Off Premise Beer retailer - OP Class A - \$250
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- Restaurant Limited - RL Class D - \$250
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Hereby applies for a license renewal to vend light beer at retail for and behalf of \_\_\_\_\_

Whose {partners and officers} are: Robert Deitz, Vice President  
\_\_\_\_\_  
\_\_\_\_\_

And who have complied with the statutory requirements and possess the qualifications specified in the Title 32B – Alcoholic Beverage Control Act Liquor Control Act:

State Retail Alcohol License: Y/N \_\_\_\_\_ State License #: \_\_\_\_\_  
Proximity requirements met: Y/N \_\_\_\_\_ Manager/Employee Training: Y/N \_\_\_\_\_  
Surety Bond (\$2,500): Y/N \_\_\_\_\_ Floor Plan (copy) Y/N \_\_\_\_\_  
& Public Liability insurance: Y/N \_\_\_\_\_ Amounts carried: \_\_\_\_\_

County Business license: Y/N # \_\_\_\_\_



Clerk/Auditor  
Lyman W. Duncan  
lduncan@sanjuancountyut.gov

**Renewal Form for Retail Beer License**

and all ordinances of San Juan County and request license to be issued for the following premises at \_\_\_\_\_, in Utah, for a term of 12 months, commencing the 1st day of January 2025, and ending the 31 day of December 2025.

It is expressly understood and agreed that the San Juan County Commission may, with or without hearing, refuse to grant the license herein applied for, or if allowed will be granted and accepted by licensee on condition that it may be revoked at the will and pleasure of the San Juan County Commission and no cause therefore need when in their opinion such action is necessary for the protection of the public health, peace or morals, or for violation of law or ordinances relating to beer or the Licensee’s conduct of licensed premises.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of  
Applicant \_\_\_\_\_

Approved Y/N by County commission Chair: \_\_\_\_\_

County Clerk \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

Item 6.

DATE(MM/DD/YYYY)  
03/31/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 16th Floor Philadelphia PA 19103 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Aramark Sports and Entertainment Services, LLC Global Risk Management, 6th Floor 2400 Market Street Philadelphia PA 19103 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> ACE American Insurance Company		22667
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570119009827      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability <input checked="" type="checkbox"/> Vendor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		HDOG48934663	03/01/2026	10/01/2026	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$1,000,000 MED EXP (Any one person): \$5,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: Unlimited PRODUCTS - COMP/OP AGG: Unlimited
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570119009827

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Products/Completed Operations and Contractual Liability policy are included under General Liability policy. General Liability policy includes Liquor Liability policy. RE: Aramark Sports & Entertainment Services, LLC dba Halls Crossing Marina Snack Bar, business located at: 1 W. Hwy., 276 Bullfrog, UT 84533. Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy is Non-Cancelable.

<b>CERTIFICATE HOLDER</b>  Department of Alcohol Beverage Services 1625 S. 900 W. Salt Lake City UT 84104 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Central, Inc.</i>

POLICY NUMBER: HDO G48934663

Endorsement Number: 65

**COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

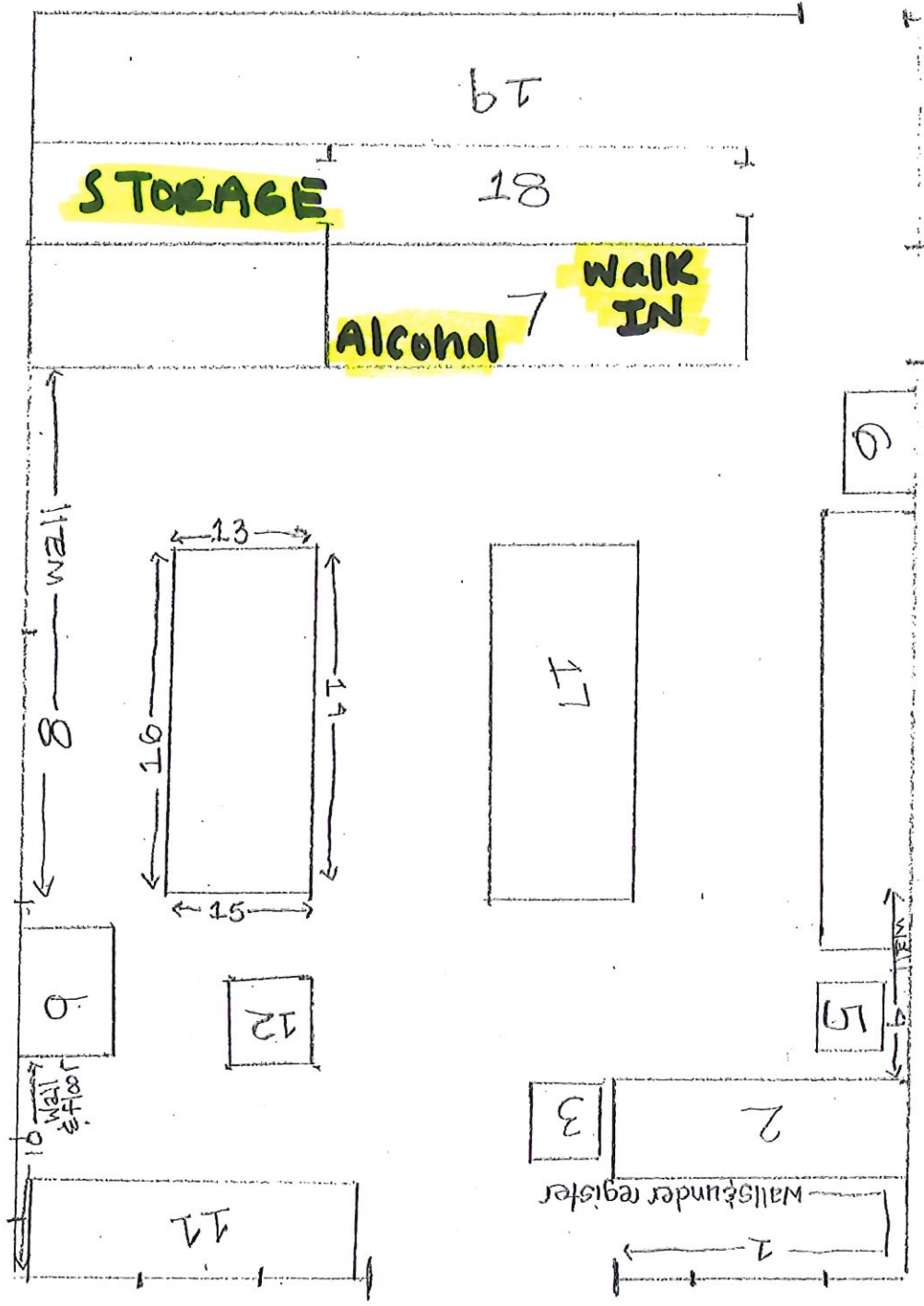
**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

# #707 Dock N Stock



- Crushed Ice
- Block Ice
- Ice House



## Local Authority Consent for an Off-premise Beer Retailer State License

The local business licensing authority gives written consent to the Alcoholic Beverage Services Commission to consider the issuance of an off-premise beer retailer state license for a person to purchase, store, sell, or offer for sale 5% or less ABV beer for consumption off the premises under the following authorities: Utah Code Title 32B, Chapter 7.

### San Juan County

hereby grants its consent for the issuance of a license to:

**Business Name (DBA):** Bullfrog Boat & Go

**Entity Name (or owner's name if sole proprietor):** Aramark Sports & Entertainment LLC

**Physical Location Street Address:** 1W Hwy 276

**City:** Halls Crossing Marina      **Zip Code:** 84533

**Authorized Licensing Authority Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

This local consent document must be submitted to the DABS by the applicant as part of a complete application.

This is a suggested format. A local authority produced form is also acceptable.



Lori Maughan-Chair  
Jamie Harvey-Vice-Chair  
Silvia Stubbs-Commissioner

San Juan County

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION  
ASSISTANCE PLAN AND CERTIFICATION

It shall be the declared policy of San Juan County to establish and follow the plan described below to minimize the adverse impacts on low- and moderate-income persons resulting from acquisition and relocation activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended. This plan does not replace but is supplementary to the acquisition and relocation requirements stated in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24), as amended, as well as the Utah Relocation Assistance Act.

1. REPLACEMENT OF DWELLING UNITS

A. San Juan County will replace all occupied and vacant occupiable low-to moderate-income dwelling units demolished or converted to a use other than as low-to moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606(b)(1) on a one-for-one basis, unless a written waiver has been received as provided for in 24 CFR 570.606(b)(1)(iii).

B. All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, San Juan County will make public and submit to the Housing & Community Development Division the following information in writing:

1. A description of the proposed assisted activity

11. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be

demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity

111. A time schedule for the commencement and completion of the demolition or conversion
- IV. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units
- V. The source of funding and time schedule for the provision of replacement dwelling units
- VI. The basis for concluding that each replacement dwelling unit will remain a low-to moderate-income dwelling unit for at least 10 years from the date of initial occupancy

San Juan County will provide relocation assistance, as described in 24 CFR 570.606(b)(2), to each low/moderate-income household displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of assisted activities.

## 2. DISPLACEMENT STRATEGY

Consistent with the goals and objectives of activities assisted under the Housing and Community Development Act of 1974, as amended, San Juan County will take the following steps to minimize the displacement of persons from their homes:

- A. Stage the rehabilitation of assisted housing to allow tenants to remain during and after rehabilitation, rehabilitation of empty units to allow the shifting of tenants during rehabilitation of occupied units;
- B. Provide counseling to assist homeowners and renters to understand the range of assistance options available utilizing existing housing counseling programs to the greatest extent possible;
- C. Give priority in assisted housing units in the neighborhood to

area residents facing displacement;

- D. Provide counseling and referral services to assist displaced homeowners and renters, finding alternative housing in the affected neighborhood; and
- E. Work with area landlords and real estate brokers to locate vacancies for households facing displacement.

3. CERTIFICATION

I certify that San Juan County has adopted the above Anti-displacement and Relocation Assistance Plan by formal resolution on this 26<sup>th</sup> day of May, 2020

San Juan County

*[Handwritten Signature]*  
Signature

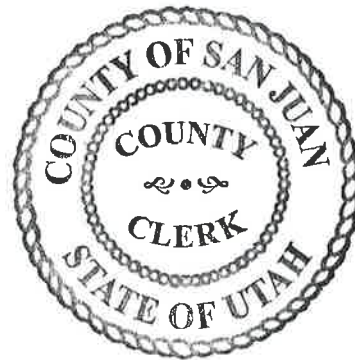
WITNESS: *[Handwritten Signature]*  
Signature

*[Handwritten Signature]*

Lori Maughan, Commission Chair

(SEAL)

*Ratified on June 2, 2026*





## STAFF REPORT

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**MEETING DATE:** June 2, 2026

**ITEM TITLE, PRESENTER:** San Juan County Walk 250 Challenge. Allison Yamamoto-Sparks, Visitor Services Director & Derryl Jack, SJC Tourism Tax Advisory Board Chair

**RECOMMENDATION:** None

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### SUMMARY

San Juan County Visitor Services is currently running a campaign in conjunction with the Utah Walk 250 Challenge hosted by the state and Zions Bank, to encourage people who are participating in the state-wide challenge, to walk, hike, or run some of their 250 miles in San Juan County.

From April 1st through July 4th, visitors & residents who log their miles on a form on the [www.utahscanyoncounty.com](http://www.utahscanyoncounty.com) website and share a photo of themselves on SJC trails will receive branded Utah's Canyon Country items based on the number of miles they walk, run, or hike.

### HISTORY/PAST ACTION

None

### FISCAL IMPACT

# Walk 250 Challenge

 [UTAHSCANYONCOUNTRY.COM](http://UTAHSCANYONCOUNTRY.COM)

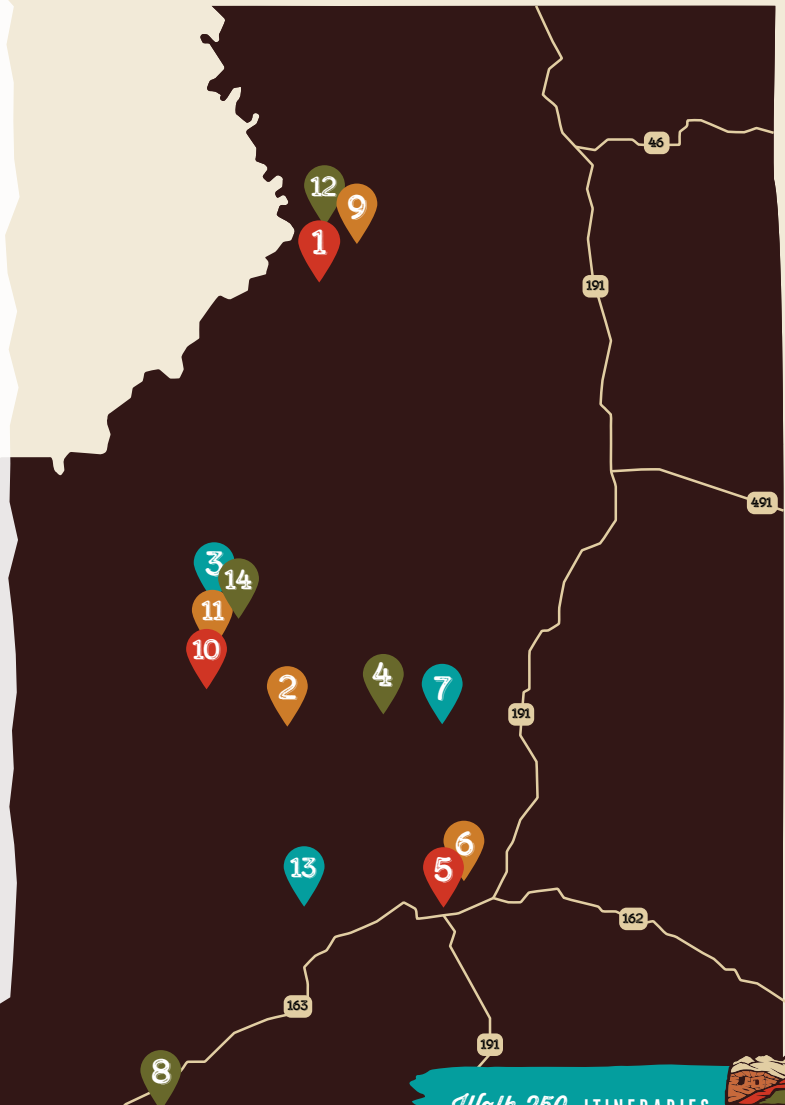
 800.574.4386

  @UTAHSCANYONCOUNTRY

The Walk 250 Challenge encourages participants to log miles of walking throughout the year, and San Juan County offers some unforgettable places to add some of those miles. From natural bridges and desert canyons, to scenic viewpoints and sweeping desert landscapes, Utah's Canyon Country provides

incredible places to explore on foot. Use these suggested itineraries to find trails, hikes, and walks across the county. Share photos from your adventure, and submit your miles for a chance to receive swag for participating in the Walk 250 Challenge in San Juan County!

-  1 CHESLER PARK/JOINT TRAIL LOOP
-  1 DRUID ARCH TRAIL
-  2 GRAND GULCH
-  3 SIPAPU BRIDGE TRAIL
-  4 HOUSE ON FIRE
-  5 SAND ISLAND PETROGLYPH WALK
-  6 BLUFF RIVER TRAIL
-  7 BUTLER WASH INTERPRETIVE TRAIL
-  8 WILDCAT TRAIL
-  9 POTHOLE POINT TRAIL
-  10 OWACHOMO BRIDGE TRAIL
-  11 NATURAL BRIDGES VIEWPOINT
-  12 SLICKROCK FOOT TRAIL
-  13 VALLEY OF THE GODS SCENIC AREA WALKS
-  14 NATURAL BRIDGES OVERLOOK



## CHESLER PARK/JOINT TRAIL LOOP NEEDLES DISTRICT, CANYONLANDS NATIONAL PARK

**1** ELEPHANT HILL TRAILHEAD  
10.7 MILES | 38.1417, -109.8270

Chesler Park is one of the most well-known hikes in the Needles District of Canyonlands National Park. The trail travels across slick-rock benches, through red rock canyons, and climbs toward a scenic overlook before continuing into a wide grassy field surrounded by towering sandstone spires. Many hikers combine this route with the Joint Trail for a longer backcountry experience among the iconic Needles formations.



## DRUID ARCH TRAIL NEEDLES DISTRICT, CANYONLANDS NATIONAL PARK

**1** ELEPHANT HILL TRAILHEAD  
10.8 MILES | 38.1417, -109.8270

Druid Arch is one of the most rewarding scenic destinations in the Needles District. This full-day hike travels through washes, canyons, and towering rock walls before reaching the massive arch formation at the end of the trail. The hike offers sweeping desert views and countless photographic opportunities along the way, making it a favorite for experienced hikers exploring Canyonlands National Park.

## GRAND GULCH BEARS EARS NATIONAL MONUMENT

**2** KANE GULCH RANGER STATION  
6-12+ MILES | 37.5250, -109.8961

Grand Gulch is one of the most remarkable canyon systems within Bears Ears National Monument. Hikes often begin at Kane Gulch Ranger Station and descend into a canyon rich with archaeological sites, petroglyph and pictograph panels, and dramatic desert scenery. Many routes follow the canyon bottom past archaeological sites and natural springs, offering an unforgettable experience for hikers interested in both history and geology.



## SIPAPU BRIDGE TRAIL

### NATURAL BRIDGES NATIONAL MONUMENT

**3** SIPAPU BRIDGE TRAILHEAD  
 1.2 MILES | 37.6166, -110.0135

Sipapu Bridge is the largest natural bridge within Natural Bridges National Monument and one of the largest in the world. The trail descends into White Canyon through a steep staircase and several ladder sections before reaching the canyon floor, where visitors can stand beneath the massive stone span. The hike offers a unique perspective of the bridge from below and a chance to explore the shaded canyon environment.



## HOUSE ON FIRE

### BEARS EARS NATIONAL MONUMENT

**4** HOUSE ON FIRE TRAILHEAD   
 (SOUTH FORK MULE CANYON)  
 3 MILES | 37.5408, -109.4887

This easy scenic trail leads to House on Fire, an Ancestral Pueblo archaeological structure located in the South Fork of Mule Canyon. When sunlight reflects off the canyon wall above the site, the rock appears to glow like flames rising from the structure, creating one of the most recognizable archaeological sites in Utah's Canyon Country. The hike offers visitors a chance to experience the cultural history and landscapes of Southeastern Utah while exploring this remarkable site. Dogs are welcome on this trail.

## SAND ISLAND PETROGLYPH WALK

### BLUFF AREA

**5** SAND ISLAND CAMPGROUND   
 1 MILE | 37.2619, -109.6190

Located along the San Juan River near Bluff, Utah, the Sand Island Petroglyph Panel features hundreds of ancient rock carvings created by ancestral cultures over many centuries. The short walking trail allows visitors to view the extensive petroglyph panel while enjoying the surrounding canyon scenery and the San Juan River corridor. Dogs are welcome on this trail.



## BLUFF RIVER TRAIL

**6** BLUFF RIVER TRAILHEAD   
 1-2 MILES | 37.2831, -109.5562

This gentle walking trail follows the San Juan River just outside the historic town of Bluff. Cottonwood trees line the riverbank and provide shade along the route, creating a relaxing walk with views of sandstone cliffs and desert landscapes. The trail can be accessed from several locations, including two trailheads within Bluff and an additional access point at Sand Island. Leashed dogs are permitted on this trail.



## BUTLER WASH INTERPRETIVE TRAIL

BEARS EARS NATIONAL MONUMENT

**7** BUTLER WASH TRAILHEAD   
 0.8 MILES | 37.2605, -109.6548

Butler Wash Interpretive Trail offers a short hike with views of Ancestral Puebloan cliff dwellings located high in the canyon walls. The trail is commonly used for nature walks and bird watching and is a great place to learn about the cultural history of the region. Leashed dogs are permitted on the trail.

## WILDCAT TRAIL

MONUMENT VALLEY NAVAJO TRIBAL PARK

**8** WILDCAT TRAILHEAD   
 4 MILE LOOP | 36.9853, -110.1133

The Wildcat Trail is one of the few self-guided hiking trails in Monument Valley Navajo Tribal Park. This loop route circles the base of West Mitten Butte and offers up-close views of the valley's iconic sand- stone formations, including East Mitten Butte and Merrick Butte. Leashed dogs are permitted on the trail.



## POTHOLE POINT TRAIL

NEEDLES DISTRICT, CANYONLANDS NATIONAL PARK

**9** POTHOLE POINT PARKING  
0.6 MILES | 38.1703, -109.8063

This short slickrock loop winds through a landscape of natural potholes carved into the rock. These depressions collect rainwater and create tiny desert ecosystems that support plants and small animals. After seasonal rains, the potholes may contain creatures such as fairy shrimp, beetle larvae, tadpoles, snails, and tadpole shrimp. Following the cairn markers along the trail offers a fun and educational walk across the unique terrain of the Needles District.



## OWACHOMO BRIDGE TRAIL

NATURAL BRIDGES NATIONAL MONUMENT

**10** OWACHOMO BRIDGE TRAILHEAD  
0.4 MILES | 37.5850, -110.0130

Owachomo Bridge is the easiest of the three natural bridges to reach within the monument. A short walk from the overlook leads to excellent views of the delicate sandstone arch spanning White Canyon. From this viewpoint visitors can also see the distant Bear's Ears buttes on the horizon.

## SHORT ACCESSIBLE ROUTES UNDER: 1 MILE

Great for casual walkers, quick stops, or adding a few miles during a road trip.

## NATURAL BRIDGES VIEWPOINT

NATURAL BRIDGES NATIONAL MONUMENT

**11** BRIDGE VIEW DRIVE  
0.2-0.5 MILES MILES | 37.5995, -110.0057

Bridge View Drive is a paved scenic loop with multiple overlooks where visitors can walk short distances to view the monument's three natural bridges: Sipapu, Kachina, and Owachomo.



## SLICKROCK FOOT TRAIL

NEEDLES DISTRICT, CANYONLANDS NATIONAL PARK

**12** SLICKROCK FOOT TRAILHEAD  
2.4 MILES | 38.1770, -109.8145

This scenic loop follows slickrock benches across open desert terrain and offers expansive views of the surrounding Needles formations and canyon landscapes. Several viewpoints along the trail provide excellent opportunities for photography, especially during sunrise or sunset when the sandstone formations glow in warm low-sun light.



## VALLEY OF THE GODS SCENIC AREA WALKS

VALLEY OF THE GODS

**13** VALLEY OF THE GODS ROAD   
1-4 MILES | 37.2650, -109.8073

Valley of the Gods features towering sandstone buttes rising from a wide desert valley, creating landscapes similar to Monument Valley but with fewer crowds. Visitors can walk sections of the scenic backcountry road and explore the surrounding desert terrain while taking in panoramic views of these iconic formations. Dogs are welcome on this trail.

# PHOTO-OP WALKS: < 1 MILE

Routes with iconic backdrops perfect for Walk 250 photo submissions.

## NATURAL BRIDGES OVERLOOK

NATURAL BRIDGES NATIONAL MONUMENT

**14** NATURAL BRIDGES OVERLOOK  
0.2-0.5 MILES MILES | 37.5995, -110.0057

Several overlooks along Bridge View Drive provide short walking paths to scenic viewpoints of the three major natural bridges within the monument: Sipapu, Kachina, and Owachomo. These viewpoints offer excellent opportunities to photograph the bridges from above and appreciate the scale of the canyon landscape.



The San Juan County Commission is pleased to recognize Tammy Gallegos for her outstanding achievements. Tammy was honored with the **Response of the Year for the Deer Creek Fire** award, an accolade that highlights her exceptional service and dedication during a critical emergency response. Furthermore, we congratulate Tammy on achieving her **Utah Certified Emergency Manager Certificate**, a significant professional milestone that demonstrates her commitment to high standards in emergency management. We appreciate her hard work and leadership in keeping our community safe.

# INCIDENT RESPONSE OF THE YEAR

THIS CERTIFICATE IS PRESENTED TO

*Tammy Gallegos*

**SAN JUAN COUNTY EM**

For your exceptional leadership, coordination, and efficiency in responding to the Deer Creek Fire this past year.

15 May 2026

*Heidi Lundberg*

**HEIDI LUNDBERG**

2025-2026 UEMA PRESIDENT

The Utah Division of Emergency Management and Utah Emergency Management Association are pleased to confer the designation of




# Utah Certified Emergency Manager

upon

## Tammy Gallegos

*For commitment to the professionalization of the emergency management Discipline and contributions to the Utah emergency management Community. Maintenance of CEM occurs every five years.*

Recertification  
Expiring March 30, 2031

  
\_\_\_\_\_  
Director  
Utah Division of Emergency Management

  
\_\_\_\_\_  
President  
Utah Emergency Management Association

# balcony

## **STATEMENT OF WORK**

### **Keystone**

Prepared for:

San Juan County, UT

Confidential

April 22nd, 2026

### **A. Statement of Work**

This Statement of Work ("SOW") is entered into as of the date of the last signature below by and between San Juan County, UT ("Customer") and Balcony Technology Group, Inc. ("Balcony").

This Agreement authorizes Balcony to perform the services described herein and is governed by the Master Services & License Agreement ("MSLA") between the Parties dated May 31st, 2026, which runs through May 31st, 2029, as well as the Terms and Conditions set forth below.

As used in this Agreement, "Party" refers to either Customer or Balcony individually, and "Parties" refers to both Customer and Balcony collectively.

### **B. Overview of Secure Asset Registry**

Balcony's Keystone platform will serve as San Juan County, UT centralized property data layer, consolidating tax assessment, deed, mortgage, and lien data into a single data layer that aggregates records directly from official County sources. The official County records will remain the sole legally recognized source of truth. The Keystone platform is intended for informational purposes only and does not serve as a substitute for those records.

### **C. Project Overview**

Balcony will implement its Keystone platform for San Juan County, UT, establishing a centralized, secure repository for the County's property data. Balcony and San Juan County, UT are partnering to pilot innovative Mineral Rights capabilities within the County, helping enhance transparency with County's land records. The engagement is structured in three phases.

Phase 1 covers the ingestion and normalization of Tax Assessment data, creating a complete parcel-level view of every property in the County. Phase 2 includes the incremental, AI-assisted ingestion and indexing of deed, mortgage, and lien data, linking historical chain of title information to the corresponding parcels.

Full details of each phase are defined in Section D.

### **D. SCOPE OF SERVICES**

#### **Phase 1 – Keystone**

- Ingest Tax Assessment property data from the Tax Assessment Department via API where available, or by scheduled data import at the frequency the Tax Assessment Department supports

- Provide a parcel-level view of every property in the County, that aggregates records directly from official County sources. The official County records will remain the sole legally recognized source of truth.
- Standardize, secure, and attribute all ingested data on Balcony's proprietary technology
- Migrate San Juan County, UT's Tax Assessment data to Balcony's secure system
- Configure web-based interface with internal user functionality
- Implement automated change tracking and tamper-resistant audit logs

### **Phase 2 – AI Indexing of Deed, Mortgage, and Lien Data**

- Collaborate with the Tax Assessment Department, County Recorder, and County IT to extract deed, mortgage, and lien data recorded between May 31st, 1986 and May 31st, 2026, including standard recording details (document number, recording date, grantor/grantee, property description, parcel ID, and book/page references)
- Index deed records to their respective parcels and standardize, secure, and attribute the data on Balcony's proprietary technology

### **Phase 3- Pilot Mineral Rights**

- Balcony and San Juan County, UT will partner on a pilot to evaluate approaches for enhancing transparency in mineral rights ownership

### **OCR Confidence Scoring and Manual Review**

- Balcony will utilize Optical Character Recognition (“OCR”) technology to extract and index data from deed, mortgage, and lien documents. Each processed document will be assigned a confidence score reflecting the system’s level of certainty in the accuracy of the extracted text, measured on a scale of 0 to 100.

Documents with a confidence score of 95 or higher will be automatically processed and indexed within the Keystone platform.

Documents with a confidence score of below 95 will be flagged for manual review. In such cases, Balcony and San Juan County, UT will collaborate to review and validate the document data prior to final indexing to ensure that the document is accurately associated with the correct parcel.

### **Incremental Ingestion and Indexing of Historical Records**

- Balcony will ingest and map deed, mortgage, and lien records to corresponding parcels on an incremental basis. Upon receipt of the initial twenty (20) years of historical data from the County, Balcony will complete ingestion, indexing, and parcel assignment of such records within four (4) months, subject to data quality and completeness. Following

the initial ingestion period, Balcony will continue to ingest, index, and validate additional historical records in twenty (20)-year increments until the full agreed-upon dataset has been incorporated into the Keystone platform.

The timing and completion of indexing and validation activities for each increment will be dependent on:

- The completeness and usability of the data provided by the County; and
- The OCR confidence scores associated with the processed documents, including any required manual review.
- While Balcony may initiate the indexing of deed, mortgage, and lien data in advance of Phase 1 completion, the accurate assignment of such records to parcels is contingent upon the completeness of Phase 1 and the availability of a fully established parcel-level dataset.

### **Security Scope**

- Balcony's Keystone platform enhances the County's existing data security posture by implementing tamper-resistant audit logs and attribution controls designed to supplement protections against both internal unauthorized access and external fraudulent activity. Balcony's services are designed to supplement, not replace, County security controls.

### **Onboarding & Support**

- Provide one (1) virtual onboarding session to introduce key stakeholders, confirm roles and responsibilities, review project goals and timelines, and ensure system access and data readiness
- Provide one (1) virtual training session covering platform navigation, core functionality, and best practices
- Provide ongoing system maintenance, security patching, backups, and end-user support throughout the subscription term

### **System Integration Updates**

- In the event the County modifies or replaces its data partners or systems, Balcony will use commercially reasonable efforts to update integrations to new County-designated systems, subject to feasibility and mutually agreed implementation timelines and fees where material development work is required.

## **E. COMPENSATION SCHEDULE COMPENSATION**

- This SOW covers services provided during the initial term, commencing on May 31st, 2026 (the "Effective Date") and expiring on May 31st, 2029 (the "Expiration Date"). Subscription for years two and three shall automatically renew unless the client provides written notice of its intent not to continue no later than 120 days prior to the expiration of the initial one-year term. Initial payment will be made in two (2) installments as outlined in **Exhibit B**. The total subscription value for the initial term is also set forth in **Exhibit B**.

**Exhibit B**

<b>Module</b>	<b>Price</b>
<b>Keystone</b> <ul style="list-style-type: none"> <li>● Searchable repository of indexed Deed, Mortgage, and Lien Data recorded between May 31st, 1986 and May 31st, 2026</li> <li>● Property Ledger page with Tax Assessment and chain of title information</li> <li>● Balcony's proprietary Blockchain Ledger</li> <li>● Security and Compliance</li> </ul>	\$2,310
<b>Onboarding &amp; Implementation (One-Time Fee)</b> <ul style="list-style-type: none"> <li>● Platform setup and configuration</li> <li>● Initial deed data ingestion and normalization of deeds</li> <li>● Initial ingestion of tax assessment data</li> <li>● AI Indexing of Deed, Mortgage, and Lien Data</li> <li>● User provisioning and access setup</li> <li>● Onboarding and training</li> </ul>	Included
<b>Licenses (5) at \$1,000 per license</b>	<b>Included</b>
<b>Subtotal</b>	<b>\$2,310</b>
<b>Total Year 1 Cost</b>	<b>Waived</b>

**Annual Subscription Fee (Includes Support & Maintenance)**

<b>Total Annual Cost Year 2</b>	\$2,310
<b>Total Annual Cost Year 3</b>	\$2,310

**Rate schedule**

<b>Start Date</b>	May 31st, 2026
<b>Annual Bill Date</b>	May 31st
<b>Subscription Term</b>	36 Months

**F. Project Roles and Responsibilities****i) Balcony**

- a. Designate a Project Manager to serve as the primary point of contact and provide contact information within five (5) business days of the Effective Date.
- b. Deliver all platform components described in Section D.
- c. Ingest and normalize all Tax Assessment and deed data provided and notify the Customer within thirty (30) business days if any data is incomplete or unusable.
- d. Provide ongoing maintenance, security patching, and backups throughout the subscription term.
- e. Respond to support requests within two (2) business days and address critical security issues within twenty-four (24) hours.
- f. Promptly notify the Customer in writing of any delays or blockers, along with a proposed remediation plan.

**ii) Customer**

- a. Prior to the Effective Date, the Parties shall jointly identify and confirm the participation of all required County departments and third-party vendors necessary for the successful implementation of the Keystone platform. Such a list shall be appended to this SOW as an exhibit.
- b. Designate a Project Coordinator to serve as the primary point of contact and provide contact information to Balcony within five (5) business days of the Effective Date.
- c. Provide Balcony with timely access to all Tax Assessment data and coordinate with County IT and relevant vendors to enable required integrations and data feeds.
- d. Provide a complete list of users requiring platform access within ten (10) business days of the Effective Date.
- e. Ensure that key stakeholders attend all scheduled onboarding and training sessions.
- f. Respond to Balcony requests for information, approvals, or decisions within ten (10) business days. Delays that directly prevent Balcony from performing its obligations may constitute Excusable Non-Performance pursuant to Section H.
- g. Represent that all data and information provided to Balcony will be accurate and complete to the best of its knowledge.
- h. County IT shall be responsible for providing Balcony with access to, or scheduled exports from, any on-premises County systems where required for data ingestion. All other data integrations will be coordinated directly between Balcony and the applicable third-party vendors.

**G. Terms and conditions**

This SOW is governed by and subject to the terms and conditions set forth in the Master Services and License Agreement dated May 31st, 2026, by and between San Juan County, UT and Balcony. In the event of a conflict between this SOW and the MSLA, the terms of this SOW shall control with respect to the specific services described herein.

**H. EXCUSABLE NON-PERFORMANCE.** Subscriber’s failure to perform any responsibility, duty or other obligation set forth in this Agreement or the applicable SOW will excuse Balcony’s obligation to perform its corresponding obligations under this Agreement or the applicable SOW only if: (i) Subscriber’s failure or delay was the direct cause of Balcony’s inability to perform; and (ii) Balcony could not have continued performance by using reasonable methods, activities and procedures. In the event of (i) and (ii), Balcony will be excused from performance of the affected Services impacted by Subscriber’s failure to perform or Subscriber’s delay in performing only to the extent that, and for so long as, Subscriber’s failure to perform or Subscriber’s delay in performing its responsibilities, duties or other obligations prevents or otherwise adversely impacts Balcony’s performance, and provided that Balcony takes reasonable steps to mitigate the effects of Subscriber’s failure to perform or delay in performing its responsibilities, duties or other obligations (“*Excusable Failure*”).

**IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.**

**San Juan County, UT**

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

Name: \_\_\_\_\_

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

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

**BALCONY TECHNOLOGY GROUP, INC.**

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

Name: Mike Reichel

Title: Treasurer

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

## **Master Services and License Agreement**

THIS MASTER SERVICES AND LICENSE AGREEMENT (the “Agreement” or “MSLA”) is entered into as of this [31st] day of [May], 2026 (the “Effective Date”) by and between [San Juan County, UT], (“Subscriber”), a [County in the state of Utah, USA], with offices located at [117 South Main, Monticello, UT 84535] and **BALCONY TECHNOLOGY GROUP, INC.** (“Balcony”) a Delaware corporation with offices located 211 River Street, 9<sup>th</sup> Floor, Hoboken, NJ 07030. As used in this Agreement, each of the parties to this Agreement may be referred to individually as (a “Party”) and together (as “Parties”).

**WHEREAS**, the Subscriber seeks to modernize its property record systems to enhance public access, data security, operational efficiency, and interdepartmental collaboration;

**WHEREAS**, Balcony has a software platform and technical expertise necessary to implement a secure, blockchain-based system for managing and making available the Subscriber’s documents and/or data for the uses described within the attached Statement Of Work;

**WHEREAS**, subject to the terms of this Agreement, Balcony agrees to grant Subscriber a limited license to use the Subscription Services and provide Subscriber with certain Services in connection with the Subscription Services;

**NOW, THEREFORE**, in consideration of the mutual covenants herein, the parties agree as follows:

### **1. STATEMENT OF WORK**

Subscriber shall execute a Statement of Work (“SOW”) for all services provided by Balcony which shall set forth the services to be provided, the cost of such services, the number of licenses ordered by the Subscriber, the Subscription Term of the SOW, the Effective Date of the SOW and such other terms and conditions agreed to by the Parties hereto (the “Subscription Services”). Such SOW(s) shall be governed and controlled by the terms and conditions of this MSLA.

### **2. SUBSCRIPTION AND LICENSES.**

Subject to the terms and conditions of this Agreement, including the Subscriber’s payment of all applicable Fees when due, Balcony grants Subscriber a limited, non-exclusive, non-transferrable (except as expressly permitted herein), non-sublicensable, enterprise-wide, worldwide limited license to access and use the Subscription Services during the subscription term.

Balcony will provide such number of licenses as customer subscribes for in connection with proprietary software subject to all terms, rights and restrictions set forth in this Agreement and any SOWs entered into by the parties. During the Subscription Term, Subscriber may not exceed usage of the number of licenses it has contracted for in the SOW. If Subscriber's license use exceeds the number of licenses subscribed for in the SOW, Subscriber must purchase additional licenses for the remainder of the applicable Subscription Term.

### **3. SUPPORT; MAINTENANCE & SERVICE LEVEL AGREEMENT**

Balcony shall provide Subscriber with the following Support Services in connection with the Subscription Services: (a) Systems maintenance and optimizations; (b) backups and restore points; and (c) Ongoing Subscriber Support, as may be updated by Balcony from time to time, provided that any such update shall not adversely and materially affect Subscriber's rights.

Balcony shall use commercially reasonable efforts to make the Service available in accordance including management of all Balcony servers, data warehouses, blockchain and software to ensure uptime and highest level of security. Balcony shall meet the following performance benchmarks: system reliability of 99.5% uptime; resolution of user-reported issues within 48 hours; and completion of scheduled updates and maintenance without substantial disruption. "Substantial Disruption" refers to any event or failure by Balcony that significantly impairs the Subscribers' ability to perform its duties, meet its legal obligations, or provide services to the public as defined in the Service Level Agreement ("SLA") attached hereto as Exhibit "A".

Subscriber sole and exclusive remedy shall receive the service credit(s) set forth in the SLA.

### **4. PAYMENT**

Net 30 days. Unless an alternate payment schedule is specified in the applicable SOW, Balcony will invoice Subscriber upon execution of this agreement. The Balcony invoice shall be payable within thirty (30) days after Subscriber's receipt of the invoice.

Method of Payment. All payments shall be issued by ACH, wire, or by check in USD currency.

Interest. In the event that the Subscriber fails to pay said invoice(s) within the payment terms, interest shall accrue at 1.5% per month thereafter until the invoice is paid in full.

Disputes. To dispute a charge on an invoice, Subscriber must identify the specific charge in dispute and provide a written explanation of the basis of the dispute within thirty (30) days of the applicable due date. The Parties will work in good faith to resolve the dispute no longer than thirty (30) days from the date of such explanation. If Balcony agrees that a disputed charge was in error or otherwise invalid, Balcony shall issue a credit or reverse the amount incorrectly billed. If Balcony determines in good faith that a disputed charge was billed correctly, Subscriber's payment will be due no later than ten (10) days after Balcony provides notice of such determination. In the event that a dispute cannot be resolved, the dispute shall be resolved in accordance with the arbitration provisions set forth in Section 18.12.

Non-Payment. Balcony reserves the right to suspend services, cancel or terminate software licenses and services for non-payment of any undisputed amounts, if Subscriber fails to pay within thirty (30) days after receipt of written notice of such failure to pay.

## **5. TERM; AUTO-RENEW**

The initial term of this Agreement shall be for [36 (X)] months beginning as of the Effective Date (“Initial Term”). Renewal pricing shall be mutually agreed in writing at least 120 days prior to renewal. In absence of agreement, the contract will not auto-renew.

Multi-year Subscriptions. If Subscriber purchases a multi-year subscription for Balcony Software, the purchase is for the full value stated in the SOW and is non-cancellable during the Term stated in the SOW.

## **6. TERMINATION**

Either party may terminate this Agreement for a material breach, if the other party materially breaches this Agreement and such breach remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

Either Party may terminate this Agreement in whole or in part immediately upon notice if the other Party (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership, (b) is insolvent, unable to pay its debts as they become due, or makes an assignment to or for the benefit of its creditors, or (c) ceases to conduct business for any reason on an on-going basis leaving no qualified successor to perform its obligations hereunder.

Upon termination of this Agreement for any reason, neither party shall be relieved of any duty, obligation, debt or liability that arose or accrued prior to the termination of the Agreement and Subscriber shall pay Balcony for approved services performed up to the effective termination date.

Upon expiration or termination of this Agreement, Balcony shall provide reasonable assistance to Subscriber and to any third party designated by Subscriber to facilitate the continued and uninterrupted provision of services with respect to Subscriber’s accounts similar to the services to be provided by Balcony hereunder under the same terms and conditions, at Subscriber’s expense, for a maximum period of one (1) month.

In the event of Balcony's insolvency, dissolution, or cessation of business operations, Balcony shall, within thirty (30) days, or a commercially reasonable period based on data volume, return to Subscriber all Subscriber Data in a complete, accessible, and industry-standard format, including all blockchain-associated records, at no additional cost, except for reasonable costs associated with custom data extraction or formatting beyond standard export formats.. Balcony shall provide reasonable documentation sufficient to allow Subscriber to access and utilize such data independently.

## 7. ACCEPTABLE USE POLICY; SUSPENSION OF SERVICES.

While Services may be used by the appropriate User(s) that Subscriber authorizes, Subscriber may not sublicense, resell or supply the Service for use in or for the benefit of any other organization, entity, business, or enterprise without Balcony's prior written consent. Subscriber agrees not to submit to the SaaS any material that is illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, infringing of any third-party proprietary rights, invasive of personal privacy, otherwise objectionable or in violation of Balcony's AUP (collectively "Objectionable Matter"). Subscriber will be responsible to ensure that the Users do not submit any Objectionable Matter. In addition, Balcony reserves the right to remove any data that constitutes Objectionable Matter or violates any Balcony rules regarding appropriate use or AUP but is not obligated to do so. Subscriber and Users will comply with all applicable laws regarding Subscriber's Data, use of the Service and the Software, including laws involving personal data and any applicable export controls.

Balcony may immediately suspend Subscriber's access to, or use of, its license(s) upon notice to Subscriber if: (i) Balcony believes that there is a significant threat to the security, integrity, functionality, or availability of its software or any content, data, or application; (ii) to prevent or stop illegal activity, or to comply with applicable laws, or regulations by Subscriber or users; (iii) Subscriber is in breach of the Objectionable Matter restriction above or Section 9 (Restrictions); (iv) if Subscriber exceeds the scope or usage restrictions of the license granted by Balcony or (v) if required by law (including under a court order); provided, however, Balcony will use commercially reasonable efforts under the circumstances to provide Subscriber with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension.

## 8. BALCONY REPRESENTATIONS AND WARRANTIES

**Software Warranty.** Balcony warrants, for Subscriber's benefit alone, that the Software will conform materially and substantially to the specific SOW deliverables during the Subscription Term ("Software Warranty"), as set forth in the applicable Quotes.

**Professional Services Warranty.** Balcony warrants that all services shall be performed in a professional and workmanlike manner, consistent with then-current industry standards ("Service Warranty"). Subscriber's sole and exclusive remedy for a breach of the service warranty shall be, at Balcony's option, either to re-perform such Professional Services. Such remedy shall only be available if Subscriber notifies Balcony in writing within thirty (30) calendar days of the completions of each individual deliverable as set forth in the applicable Statement of Work.

**Warranty Exclusions.** The foregoing warranties set forth herein do not apply to any failure of the Software or Services caused by (a) Subscriber's failure to follow Balcony's installation, operation, or Services instructions, procedures, or Documentation; (b) Subscriber's mishandling, misuse, negligence, or improper installation, de-installation, storage, servicing, or operation of the Software; (c) modifications or repairs not authorized by Balcony; (d) use of the Software in combination with equipment or software not supplied by Balcony or authorized in the Documentation; and/or (e) power failures or surges, fire, flood, accident, actions of third parties, or other events outside Balcony's reasonable control. Balcony cannot and does not warrant the performance or results that may be obtained by using the Software, nor does Balcony warrant that the Software is appropriate for Subscriber's purposes or error-free. If during the Software

Warranty Period, a nonconformity is reported to Balcony, Balcony, at its option, will use commercially reasonable efforts to repair or replace the non-conforming Software.

The Services, including, any reports or materials provided by Balcony as part of the Services, and Subscriber's use thereof, (i) shall not violate, infringe or misappropriate any patent, published patent application, copyright, trademark, service mark, trade secret or other intellectual property or industrial property rights of any third party (collectively, "Intellectual Property Rights") or the laws or regulations of any governmental or judicial authority; (ii) Balcony has the right to provide the Services specified under this Agreement; and (iii) nothing in this Agreement restricts Subscriber from the right to use for its own purposes, any ideas, methods, techniques, materials and information developed as a result of Balcony providing the Services without restriction, liability or obligation, except as may be expressly specified herein.

**No Destructive Elements.** Balcony represents and warrants that it will use commercially reasonable efforts to ensure that the software does not contain any known computer code, programs or programming devices intentionally designed to disrupt, modify, delete, damage, deactivate, disable, harm or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of its Service, or any other software, firmware, hardware, computer system or network (sometimes referred to as "Trojan horses," "viruses" or "worms"). Balcony will test the Products utilizing the most recent version and the most recent data file of a reputable, commercially available anti-virus-checking software program prior to delivery to Subscriber to ensure that it is free of such items.

### **Subscriber Data**

**A. *Data management*** Balcony shall maintain appropriate administrative, physical and technical safeguards and restrictions reasonably designed to: (i) insure the security, confidentiality, and integrity of Subscriber Data in the Hosting Environment; (ii) protect against any anticipated threats or hazards to the security or integrity of Subscriber Data in the Hosting Environment; and (iii) protect against unauthorized access to or use of such Subscriber Data in the Hosting Environment that could result in substantial harm or inconvenience to Subscriber. Safeguards shall include, without limitation, regular monitoring, and reasonable measures to prevent access, use, modification, or disclosure of Subscriber Data by Balcony personnel, except (a) to provide the Service and prevent or address service or technical problems, (b) as compelled by law in accordance with this Agreement, or (c) as expressly permitted in writing by Subscriber. Safeguards shall be materially consistent with the security requirements and safeguards generally utilized in the industry for protection of Subscriber Data, subject to Subscriber's obligations set out in this Agreement.

**B. *Notification*** Balcony shall notify Subscriber in writing, as soon as reasonably possible (but in no case later than ten (10) business days unless applicable privacy law or regulation require earlier or delayed notice, in which case Balcony shall abide by such law or regulation) of: (i) any data breach of Subscriber Data; (ii) any use or disclosure of Subscriber Data that is materially contrary to the authorizations or obligations in this Agreement; or (iii) any unauthorized access to or acquisition of such Subscriber Data that materially compromises the security, confidentiality, or integrity of such Subscriber Data of which it becomes aware and

which creates a substantial risk of identity theft or fraud against one or more of Subscriber's customers. Balcony shall be responsible for costs arising from breaches caused by its systems, personnel, or gross negligence. Subscriber shall be responsible for breaches caused by its own systems, personnel, willful misconduct, intentional acts, or misuse. In no event shall either party be liable for indirect, incidental, or consequential damages arising from a data breach, except as required by law.

C. *Subscriber Responsibilities.* Subscriber shall be solely responsible for all Subscriber Data in transit to and from the Hosting Environment, including, without limitation, the accuracy, quality, integrity and legality of such Subscriber Data, and Subscriber shall encrypt all Subscriber Data. Balcony shall not be liable for any damages arising from the failure of Subscriber to encrypt the Subscriber Data or for any lost or damaged Subscriber Data.

## **D. Subscriber Data License, Security, and Responsibility**

### **1. Ownership and License**

Subscriber owns and retains all rights, title, and interest in and to all Subscriber Data. Subscriber hereby grants Balcony and its Affiliates, subcontractors, and service providers a non-exclusive, worldwide, royalty-free, transferable (solely in connection with the provision of the Service), and sublicensable (solely to the extent necessary to perform the Service) license to host, store, copy, transmit, display, modify, format, and otherwise process Subscriber Data, and any non-Balcony applications utilized by Subscriber with the Subscriber Data, in perpetuity, as reasonably necessary to provide, maintain, secure, and improve the Service, perform analytics, and comply with applicable law.

Balcony may create and use aggregated or anonymized data derived from Subscriber Data, provided that such data does not identify Subscriber or any individual. Except for the limited licenses granted herein, Balcony acquires no right, title, or interest from Subscriber under this Agreement in or to any Subscriber Data or non-Balcony applications licensed or owned by Subscriber.

### **2. Subscriber Representations and Indemnity**

Subscriber and its vendors represent and warrant that:

- (a) Subscriber and its vendors have obtained all rights and consents necessary for Balcony to process Subscriber Data in accordance with this Agreement;
- (b) the Subscriber Data, and Balcony's processing thereof, will not infringe, misappropriate, or violate the rights of any third party or any applicable law; and
- (c) the Subscriber Data does not contain viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs. Balcony shall not be liable for any infringement of intellectual property rights or other claims arising from the County's or its vendors' failure to secure such rights.

Subscriber shall indemnify, defend, and hold harmless Balcony from any third-party claims arising from a breach of the foregoing representations and warranties.

### 3. **Subscriber Security and Backup Obligations**

Subscriber is solely responsible for establishing, monitoring, and implementing security practices to control access to and use of the Services and all Subscriber Data therein. Subscriber shall maintain the security of all credentials, passwords (including administrative and user passwords), Equipment, systems, and premises, and shall be solely responsible for any unauthorized access, damage, or loss arising from failure to do so.

Subscriber acknowledges that Balcony does not provide backup or maintenance services for Subscriber Data, and Subscriber shall be solely responsible for the backup of all Subscriber Data. Subscriber shall also be responsible for obtaining and maintaining any Equipment or ancillary services necessary to access or use the Services, including modems, hardware, servers, software, operating systems, networking, and related technology.

### 4. **Limitation of Liability**

Balcony shall not be liable for any loss, damage, or unauthorized access resulting from Subscriber's failure to comply with its security or backup obligations, or from Subscriber's use of Equipment, credentials, or access methods.

## **9. SUBSCRIBER RESPONSIBILITIES AND RESTRICTIONS**

Subscriber agrees to provide timely access to systems, personnel, and data necessary for Balcony's performance. The Subscriber shall also designate a primary point of contact for coordination of project activities

Subscriber is responsible for the activity occurring in and through the Subscription Services by the Subscriber and anyone on its behalf, where Subscriber controls access privileges. Subscriber shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the

Subscription Services and will notify Balcony as soon as reasonably possible, in case of any unauthorized use of any password or account or any other known or confirmed breach of security or privacy rights.

Subscriber Security Obligation. As between the parties, Subscriber will be solely responsible for establishing, monitoring and implementing security practices to control the physical access to and use of the Services and all Subscriber Data therein. Balcony will not be liable, and Subscriber will be solely responsible for any unauthorized access, damage or loss that may occur through the use or misuse of Subscriber's credentials, equipment, systems or premises. Subscriber acknowledges that Balcony does not provide or undertake backup or maintenance services for Subscriber Data and Subscriber will be solely responsible for backup of all Subscriber Data.

Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent

Alerts. Balcony may utilize the metadata associated with Alerts on a deidentified basis to develop and improve Balcony Services.

Representation and Warranties. Subscriber and its vendors represent and warrant that: (i) Subscriber and its vendors have obtained and will obtain and continue to have, during the applicable Subscription Period, all necessary rights, authority, consents and licenses for the access to and use of Subscriber Data, including any Personal Data included therein, as contemplated by this Agreement; and (ii) Balcony's use of Subscriber Data in accordance with this Agreement will not violate any Applicable Laws or cause a breach of any agreement or obligations between Subscriber, its vendors, and any third party.

Subscriber specifically agrees to limit the use of the Software to those specifically granted in this Agreement for the Subscription Term as set forth herein and in the applicable SOW. Subscriber shall not (and shall not permit others to) do any of the following with respect to the Subscription Services: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, lend, distribute, time share, operate as a service bureau, or otherwise make any of the Subscription Services available for access by third parties; (ii) conduct any security scanning and/or penetration testing or use the Subscription Services in any way which is not in accordance with this Agreement, or in a way which adversely affects other subscribers and their use of the Subscription Services; (iii) make any commercial use of the Subscription Services or grant any third party any right to use the Subscription Services, whether or not for any consideration. Subscriber shall not access or use the Subscription Services for developing or operating products or services intended to be offered to third parties; (iv) disassemble, reverse engineer, decompile, or otherwise attempt to derive the source code, algorithms or technology included in the Subscription Services; (v) copy, create derivative works based on, or otherwise modify the Subscription Services; (vi) remove or modify

a copyright, trademark, logo or other proprietary rights notice or brand labeling in the Subscription Services; (vii) externally publish or release any benchmarking or performance data, or comparative study or analysis, applicable to the Subscription Services; (viii) circumvent, disable or otherwise interfere with security-related or access-related features of the Subscription Services; (ix) represent that it possesses any proprietary interest in the Subscription Services; (x) directly or indirectly, take any action to contest Balcony's Intellectual Property Rights in the Subscription Services or infringe them in any way; and/or (xi) exceed the number of licensed users in the SOW; (xii) use any "open source" or "copyleft software" in a manner that would require Balcony to disclose the source code of the Software or other provided Services to any third party. Subscriber represents, covenants, and warrants that Subscriber will use the Subscription Services solely in compliance with this Agreement, the Documentation and all applicable laws and regulations.

Balcony reserves the right to terminate this Agreement for cause in case Subscriber materially breaches the provisions of this Section.

#### **10. INTELLECTUAL PROPERTY RIGHTS & PROTECTION.**

Balcony retains all rights, title and interest in and to the Software and Services. In all instances, Balcony retains all rights, title, and interest, including, but not limited to, all intellectual property rights such as copyright, patent, trademark, service mark, trade secret, and suis generis rights in and to the Software, and all copies thereof including all derivations, modifications and enhancements thereto. This Agreement does not provide Subscriber with title or ownership of the Software, but only a right of limited use as outlined herein. Subscriber (and shall ensure that the Users, as well as other employees and staff of Subscriber) shall make, and hereby irrevocably make, all necessary assignments or assignments reasonably requested by Balcony to ensure and/or provide Balcony with the ownership rights set forth in this paragraph. Nothing herein constitutes a waiver of Balcony's intellectual property rights under any law.

#### **11. CONFIDENTIALITY**

During the Term, each party may be provided with certain non-public technical, financial, proprietary, confidential or trade secret information or data of the other party, a reasonable person or entity should have reason to believe is proprietary, confidential, or competitive (the "Confidential Information"). Confidential Information shall include sensitive information, including without limitation, any information identified as confidential, information about the Subscription Services, documentation, roadmap, information related to Balcony' business, products, internal practices and any proprietary or sensitive information of Balcony. All Confidential Information remains the property of the Disclosing Party. In addition, each Party will maintain in confidence and not disclose to any third party the existence or terms of the Agreement unless permitted in writing by the other Party or as otherwise required by Law. Confidential Information shall exclude any information that the receiving party can demonstrate (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) was in the rightful possession or known by the receiving party prior to disclosure by the disclosing party; (iii) receiving party rightfully obtained, without restrictions, from a third party who has the right to transfer or disclose it, without default or breach of this Agreement and/or any other confidentiality obligations; or (iv)

the receiving party has independently developed, without breach of this Agreement or any use of or reference to the disclosing party's Confidential Information.

The receiving party agrees: (a) not to disclose the disclosing party's Confidential Information to any third parties other than to its Affiliates and their directors, officers, employees, advisors or consultants (collectively, the "Representatives") on a strict "need to know" basis only, and provided that such Representatives are bound by written agreements to comply with the confidentiality obligations as protective as those contained herein; (b) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (c) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own Confidential Information, which shall in no event be less than a reasonable degree of care. The receiving party shall remain liable at all times for any breach of this Section by any of its Representatives.

Notwithstanding the foregoing, if any Confidential Information is required to be disclosed by law, order of a court or by an administrative body, to the extent legally permissible, the receiving party shall notify disclosing party promptly and in writing of such required disclosure and shall reasonably cooperate with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure and its efforts to seek a protective order or other appropriate relief.

The receiving party acknowledges and agrees that the disclosing party may suffer financial and other loss and damage if any Confidential Information is disclosed except as permitted by this Agreement, and that monetary damages alone may be an insufficient remedy for any such breach. The receiving party agrees that the disclosing party, in addition to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate injunctive relief in any court of competent jurisdiction to prevent a breach of this Section and to compel specific performance with regard to this Section.

The parties' obligations with respect to Confidential Information shall expire five (5) years following termination or expiration of this Agreement unless a longer period of protection applies under applicable law.

## **12. INDEMNIFICATION**

Balcony shall indemnify, defend and hold Subscriber and their directors, officers, shareholders, employees and agents harmless from and against all judgments, awards, settlements, liabilities, damages, liens and claims, and all related costs, expenses and other charges suffered or incurred as a result of or in connection with a claim, including reasonable attorneys' fees and disbursements, costs of investigation, litigation, settlement and judgment, and any taxes, interest, penalties and fines with respect to any of the foregoing (collectively, "Loss(es)") arising from any demands, claims or legal action by any third party based upon any claim that the Subscription Services infringe upon the intellectual property rights of such third party. Balcony's indemnity obligation under this Section shall not extend to claims based on or caused by: (i) an unauthorized modification of the Subscription Services made by Subscriber where the Subscription Services would not be infringing without such modification, or (ii) Subscriber's combination of the Subscription Services with a third-party product; or (iii) Subscriber's use of the Subscription Services other than in accordance with the terms of this Agreement, or (iv) an

actual or alleged breach, negligence or willful misconduct of Subscriber or any of their directors, offices, employees or agents.

If the Subscription Services become the subject of an indemnification claim, Balcony shall use reasonable efforts, at Balcony' option and sole expense to either: (i) procure for Subscriber the right to continue to use the Subscription Services as contemplated hereunder, or (ii) modify the Subscription Services to eliminate any claim which might result from its use hereunder, provided that the Subscription Services' performance must remain at least as good as provided in the Documentation, or (iii) replace the Subscription Services with equally suitable, compatible and functionally equivalent non-infringing subscription services, at no additional charge to Subscriber. If the remedies in sub-sections (i)-(iii) are not commercially practicable, as shall be determined by Balcony, Subscriber shall cease using the Subscription Services and shall be entitled to a pro-rated refund of any pre-paid Fees for the remaining, unused portion of the subscription period. The remedies in this Section are exclusive with respect to any claim of infringement raised in connection with the Subscription Services.

The indemnified Party will provide the indemnifying Party prompt notice of each such Claim received by the indemnified Party; provided, however, that no failure to so notify the indemnifying Party will relieve the indemnifying Party of its obligations under this Agreement, except to the extent that the indemnifying Party can demonstrate actual prejudice attributable to such failure. The indemnifying Party will have the right and authority to control and direct the investigation, defense, and settlement of such Claim, provided that (a) the indemnified Party will be entitled to participate in the defense of such Claim and to employ counsel at its own expense, and (b) if a settlement imposes an obligation or restriction on the indemnified Party, or requires the indemnified Party to make an admission, the indemnifying Party will obtain the prior written approval of the indemnified Party before entering into any settlement of such Claim. The indemnifying Party will have no liability for settlements or agreements entered into without its prior written consent. The indemnified Party will provide such cooperation and assistance as may be reasonably requested by the indemnifying Party in connection with the investigation, defense, or settlement of the Claim at the indemnifying Party's expense.

### **13. AUDIT RIGHTS.**

Balcony (or a third party designated by Balcony) shall have the right, upon reasonable notice to Subscriber, one (1) time per each twelve (12) month period and at Balcony' sole cost and expense during regular business hours to conduct an audit of Subscriber's use of the Service. Any such audit shall consist solely of a review of Subscriber's compliance with the terms and conditions of this Agreement. Subscriber shall provide all reasonable assistance to Balcony during such review. If an audit determines that Subscriber's use of the Service fails to comply with the terms of the Agreement, other than excess license use, Subscriber shall reimburse Balcony for the cost of such audit. In the event that Balcony determines that Subscriber is utilizing more Users than licensed hereunder, Balcony shall notify Subscriber in writing of any alleged discrepancy and Subscriber agrees to pay such amounts within thirty (30) calendar days from receipt of such notification. The amount due shall be calculated from the initial time of over deployment and shall be subject to interest at the lesser of one and a half (1.5 %) percent per month or the highest rate permitted by law.

#### **14. INSURANCE**

During the Term, Balcony shall maintain insurance coverage of such types and in such amounts as is consistent with relevant industry best practices, in any event, no less than Balcony is required by law to maintain, including and as applicable, workers' compensation, comprehensive liability, business interruption, product liability, errors and omissions, and cybersecurity insurance. Balcony shall provide evidence of such insurance upon the request of Subscriber.

#### **15. TAXES.**

Subscriber shall be liable for payment of all local state and federal sales, use, excise, personal property or other similar taxes or duties that are levied upon and related to the performance of obligations or exercise of rights under this Agreement. Balcony may be required to collect and remit taxes from Subscriber, unless Subscriber provides Balcony with a valid tax exemption certificate. Balcony will invoice Subscriber for all such taxes based on Software and/or Services provided hereunder. In no event will either party be responsible for any taxes levied against the other party's net income.

#### **16. COMPLIANCE WITH LAWS; EXPORT LAWS**

Balcony shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to: New Jersey Open Public Records Act (OPRA); All local public contracting and disclosure laws; and political contribution reporting requirements.

Subscriber acknowledges that the Balcony Software and/or Balcony Services are subject, amongst others, to United States Government export control laws. Subscriber shall comply with all applicable export control laws, obtain all applicable export licenses, and will not export or re-export any part of the Software and/or Services to any country in violation of such restrictions or any country that may be subject to an embargo by the United States Government or to End-Users owned by, or with affiliation to, such countries embargoed by the United States Government.

#### **17. ANTI-BRIBERY POLICY**

Reseller and its employees and agents has not and shall not, directly or indirectly, make any offer, payment, inducement, promise or gift, or otherwise authorize the giving of, anything of value for the purpose of influencing any act or decision (including a decision not to act) of an official of any government or inducing such a person to use their influence to affect any governmental act or decision in order to obtain, retain or direct any business, including the U.S. Foreign Corrupt Practices Act and all federal and state laws, or any Subscriber policies of which Balcony has been given notice regarding the offering of unlawful or improper inducements in connection with the Agreement. If at any time during the term of this Agreement, Subscriber determines that the foregoing representation, warranty and covenant is inaccurate, then, in addition to any other rights Subscriber may have under this Agreement, at law or in equity, Subscriber may terminate this Agreement for cause without affording Balcony an opportunity to cure.

## **18. GENERAL TERMS**

**18.1 Relationship of Parties** Balcony is an independent contractor of Subscriber and is and will not be an agent of Subscriber for any purpose. Balcony has sole responsibility for the activities of Balcony and its personnel and may not bind or otherwise obligate Subscriber in any manner.

**18.2 Use of Name** Balcony, with the express prior written consent of Subscriber, is authorized to refer to Subscriber by name and trademark, and briefly to describe the Subscriber in its business development materials, including printed materials and Internet websites.

### **18.3 Third Party Beneficiaries**

Except for the license grants, indemnification obligations and as otherwise specified in this Agreement, nothing in this Agreement or in any SOW, express or implied, is intended to confer any rights, benefits, remedies, obligations or liabilities on any person (including, without limitation, any employees of the Parties) other than the Parties or their respective successors or permitted assigns.

### **18.4 Assignment**

Neither this Agreement nor any part hereof may be assigned (whether by operation of law or otherwise) by either Party without the other Party's prior written consent, which consent may not be unreasonably withheld, and any assignment without the other Party's prior written consent will be void. Notwithstanding the foregoing, this Agreement will be binding upon the Parties' respective successors and permitted assigns.

### **18.5 Notice**

Notices under this agreement may be sent to the addresses set forth below by (i) personal delivery, (ii) certified mail, (iii) overnight courier, or (iv) email. Notices sent via personal delivery or overnight courier are deemed received upon delivery confirmation. Notices sent by certified mail are deemed received three business days after dispatch. Notices sent by email are deemed received on the next business day, provided the email includes a read receipt or written acknowledgment from the receiving party.

#### **Notice addresses:**

##### **If to Balcony:**

*Name Michael Reichel*

##### **If to [Subscriber]:**

*Name: Cindi Holyoak*

*Title Treasurer*  
*Company name: Balcony Technology Group, Inc.*  
*Address: 221 River St 9th Floor*  
*City, State zip code: Hoboken, NJ 07030*  
*Email address: mike@balcony.technology*

*Title: County Recorder*  
*Subscriber name: San Juan County, UT*  
*Address: 117 South Main*  
*City, State zip code: Monticello, UT 84535*  
*Email address: cholyoak@sanjuancountyut.gov*

With a copy to:

JMcdonnell@connellfoley.com

steve.verp@technologygeneralcounsel.com

### **18.6 Validity**

Each party represents and warrants, on a present and ongoing basis, to the other party that: (a) it is validly existing entity and in good standing under the laws of the place of its establishment or incorporation; (b) it has full corporate power and authority to execute, deliver and perform its obligations under this Agreement; (c) the person signing this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement; (d) this Agreement is valid, binding and enforceable against it in accordance with its terms; and (e) its commitments and the rights and privileges granted herein do not conflict with any other Agreement or legal obligation.

### **18.7 Waiver; Remedies Non-Exclusive**

No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof; nor will any single or partial exercise of or failure to exercise any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy provided herein or at law or in equity. Except as expressly provided herein, no remedy specified in this Agreement is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and in addition to every other right or remedy provided herein or available at law or in equity.

### **18.8 Enforceability**

If any provision of this Agreement is held to be unenforceable, the remaining provisions of this Agreement will be unimpaired and will remain in full force and effect.

### **18.9 Force Majeure**

Neither party shall be liable for any failure or delay in performing Services or any other obligation under this Agreement, nor for any damages suffered by the other or an End-user by reason of such failure or delay, which is, indirectly or directly, caused by an event beyond such party's foreseeable control including but not limited to strikes, riots, natural catastrophes, terrorist acts, pandemic, endemic, epidemic, outbreak(s), governmental intervention, or other acts of God, or any other causes beyond such party's reasonable control ("Force Majeure Event"). The Party seeking relief under this Section "Force Majeure" ("Impacted Party") shall provide to the other Party hereto notice within fifteen (15) calendar days of a Force Majeure Event, stating a

good-faith estimate of the expected time and effect of such Force Majeure Event (“Impact”). The Impacted Party shall use commercially reasonable efforts to mitigate the impact of such Force Majeure Event. In the event such Impact continues for more than forty (45) days from receipt of such notice, then either Party hereto may terminate this Agreement, without penalty or liability, by providing no less than thirty (30) days prior written notice.

#### **18.10 Original Agreement; Counterparts**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. The Agreement may be delivered electronically or by facsimile transmission, and the Parties hereby agree that any electronic or facsimile signatures hereto are legal, valid and enforceable as originals.

#### **18.11 Headings; Construction**

The headings in this Agreement are for purposes of reference only and will not in any way limit or affect the meaning or interpretation of any of the terms hereof. As used herein, the word “including” shall be deemed to be followed by “but not limited to”.

#### **18.12 Arbitration; Costs and Attorney’s Fees**

Both Parties agree that any controversies, claims, or disputes arising under, or regarding, this Agreement that are not resolved by the affected Parties informally after good faith attempts to do, shall be resolved by arbitration before one (1) arbitrator in Bergen County, New Jersey in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The appointing agency shall be the AAA and the arbitrator shall apply New Jersey law to both interpret this Agreement and fashion an award. Any Party to this Agreement also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction, injunctive, interim or provisional relief that is necessary to protect the rights or property of that Party, including specific performance, pending the appointment of the arbitrator. The decision or award of the arbitrator shall be final and binding upon all Parties. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. Any such arbitration proceeding and award shall be confidential. In connection with any arbitration or litigation arising out of this Agreement, the prevailing Party shall be entitled to recover all costs thereof, including reasonable attorneys’ fees, court costs, and disbursements for services rendered in connection with such arbitration or litigation (including appellate proceedings and post-judgment proceedings).

#### **18.13 Governing Law; Jurisdiction.**

This Agreement will be governed by and construed under the laws of the State of New Jersey without regard for its conflict of laws rules. The Parties irrevocably submit to the exclusive jurisdiction of New Jersey State Courts Located in Hudson County, New Jersey or Federal Courts located in Newark, New Jersey, and the appellate courts thereof and the Arbitration provisions set forth in Section 18.12. Each Party waives any right to trial by jury in connection with this Agreement or any matter arising hereunder.

**18.14 Entire Agreement**

This Agreement (including any applicable SOWs related thereto) is the entire agreement between the Parties and supersedes all previous and contemporaneous communications, presentations, proposals, or agreements regarding the subject matter hereof. This Agreement may not be amended except by a written agreement signed by authorized representatives of both parties. . The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Computer Information Transactions Act shall not apply to this Agreement or any transactions between the Parties.

**18.15 Survival.** All obligations with respect to confidentiality and the following Sections shall survive the expiration or termination of this Agreement for any reason: Sections 8, 9, 10, 11, 12, 13, and 19.

**19. LIMITATION OF LIABILITY**

**19.1 Cap on Liability.** Except with respect to each Party's indemnification obligations under this Agreement, Subscriber's payment obligations for amounts due hereunder, or damages arising from a Party's gross negligence, willful misconduct, or fraud, in no event shall either Party's aggregate liability arising out of or related to this Agreement, whether in contract, tort (including negligence), or under any other theory of liability, exceed the total amount of fees actually paid by Subscriber to Balcony under the applicable SOW giving rise to the claim during the twelve (12) month period immediately preceding the event giving rise to the liability.

**19.2 Exclusion of Consequential Damages.** In no event shall either Party be liable to the other or to any third party for any indirect, incidental, special, exemplary, punitive, or consequential damages of any kind (including lost profits, lost revenues, loss of data, loss of business opportunity, or business interruption), arising out of or related to this Agreement, however caused, even if such Party has been advised of the possibility of such damages.

**19.3 Essential Purpose.** The Parties acknowledge and agree that the limitations of liability set forth in this Section are an essential basis of the bargain between the Parties and that, absent such limitations, the terms of this Agreement would be substantially different.

IN WITNESS HEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

**BALCONY TECHNOLOGY GROUP, INC.**

**SUBSCRIBER**

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

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

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**

**Exhibit “A”**  
**SERVICE LEVEL AGREEMENT**

**1. DEFINITIONS**

For the purpose of this SLA, the following terms shall have the corresponding definitions:

**"Availability"** means the total percentage of time within a Calendar Month that the Service are available, excluding Scheduled Downtime and Emergency Maintenance, and shall be calculated as follows:

$$\textit{Availability} = \textit{Maximum Availability} - \textit{Service Outage} / \textit{Maximum Availability} \times 100$$

**“Calendar Month”** means each calendar month during the Service Term.

**“Emergency Maintenance Support”** means instances where it is not practical for Balcony to provide advance notice of a maintenance event, such as an unforeseen disruption of a critical service. Addressing these events may require that emergency maintenance be performed which may result in the disruption of the Hosting Services in order to conduct this emergency maintenance without prior notice.

**“Incident”** means a report issued to Balcony by Subscriber informing Balcony that the Service is experiencing a Service Disruption.

**“Maximum Availability”** means the total number of minutes in a Calendar Month less the Scheduled Downtime.

**“Scheduled Downtime”** means routine tests, maintenance, upgrades, or repairs performed by Balcony on the Hosting Environment; provided, Balcony will use reasonable commercial efforts to provide Subscriber fourteen (14) days prior notice of Schedule Downtime.

**“Service Disruption”** means each occasion of 10 or more consecutive minutes in which Subscriber is unable to access the Service.

**“Service Level”** means the Availability of the Service in a Calendar Month.

**“Service Level Exceptions”** means the exclusions from a Service Outage set out in Section 3, below.

**“Service Outage”** means the aggregate of Service Disruptions in a Calendar Month, excluding the Service Level Exceptions.

## 2. INCIDENT PRIORITIZATION

All Incidents that are reported to Balcony or that Balcony otherwise becomes aware of will initially be assigned a priority by Balcony as Critical-unable to connect to or use Balcony Software; High-an impaired ability to use the Software according to the standards of the Subscription Services; and Low-other issues that do not impact access to or use of the Subscription Services. Balcony will make every reasonable effort to resolve such incidents in the following time frames: Critical Incidents-within 24 hours;High-48 hours; Low-5 business days.

## 3. SERVICE CREDITS

Subject to the Service Level Exceptions, Balcony shall provide Subscriber with the following Service Level Credits, that are capped at 10% of the total fees paid during the term of this agreement, if in any Calendar Month the Service Availability is 99.5% or lower:

AVAILABILITY	SERVICE LEVEL CREDIT
99% - 99.49%	1%
95% - 98.90%	2.5%
90.1% - 94.9%	4%
<90.0%	6%

## 4. SCHEDULED MAINTENANCE SUPPORT

Standard Support, including the implementation of Enhancements and routine maintenance for the Service shall be scheduled outside of standard business hours. The expected window for Support that, for whatever reason, has to be conducted during business hours is between 10:00 AM and 3:00 PM Eastern Time. Balcony shall notify Subscriber as provided herein if Scheduled Downtime is required.

## 5. NOTICE OF SERVICE OUTAGE; REMEDY

If Subscriber is unable to access the Service, Subscriber shall promptly notify Balcony. To receive a Service Level Credit, Subscriber must notify Balcony during the occurrence of the outage problem to provide Balcony an opportunity to resolve the outage. Upon the conclusion of each Calendar Month, Balcony shall determine the Service Level for such Calendar Month. If Subscriber is entitled to a Service Level Credit, Balcony shall, as Subscriber's sole and exclusive remedy for the Service Outage, include the Service Level Credit on the subsequent monthly invoice. If the Service Level Credit occurs in the last month of the Service Term, Balcony shall

provide Subscriber with a refund equal to the Service Level Credit within thirty (30) days following termination of the applicable Service Term.

## **6. SERVICE LEVEL EXCEPTIONS**

Balcony shall not be liable for any failure to meet the Service Levels, to the extent such failure was caused by one or more of the following:

- Scheduled Downtime or Emergency Maintenance.
- non-production use of the Services.
- Force Majeure.
- any act or omission of Subscriber, including the failure to comply with the Agreement or SOW.
- an outage caused by Subscriber's hardware, software or other third-party equipment procured, licensed, or controlled by Subscriber, including network connections and telecommunication problems.

## **7. RESPONSE TO SERVICE LEVEL FAILURE**

In the event of a Service Failure, Balcony shall promptly address such failure as provided herein:

- Promptly investigate and report on the causes of such problem based on the assigned severity level.
- Provide a root cause analysis of such failure as soon as practical after such failure or at Subscriber's request.
- Correct such Service Failure that is Balcony's fault or responsibility as provided herein.
- Advise Subscriber of the status of remedial efforts being undertaken with respect to such problem.
- Demonstrate that the causes of such problem (that is Balcony' fault or responsibility) has been, or shall be, corrected.
- Take corrective actions to prevent any recurrence of such problem (that is Balcony' fault or responsibility).



## STAFF REPORT

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**MEETING DATE:** June 2, 2026

**ITEM TITLE, PRESENTER:** Letter of Support for San Juan County's participation in the Utah Office of Tourism Co-op Marketing Grant Application for \$215,000. Allison Yamamoto-Sparks, Visitor Services Director

**RECOMMENDATION:** Approval

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### SUMMARY

The Co-op Marketing Grant allows San Juan County Visitor Services to stretch the marketing dollars for the County, to more effectively reach the target demographics in the highest spending areas and countries for San Juan County.

### HISTORY/PAST ACTION

San Juan County Visitor Services applies for the Co-op Marketing Grant every year, and the commissioners have always voted in favor of approving the required letter of financial support in the past.

### FISCAL IMPACT

\$215,000 from the 2027 Visitor Services budget.



Lori Maughan	Chair
Jamie Harvey	Vice-Chair
Silvia Stubbs	Commissioner
Mack McDonald	Administrator

June 2, 2026

Utah Office of Tourism Co-op Marketing Committee  
Council Hall/Capitol Hill  
Salt Lake City, UT 84114

**Subject: Letter of Support for Utah’s Canyon Country 2026/2027 Co-op Marketing Grant Application**

To Whom it May Concern,

On behalf of San Juan County, of the State of Utah, we are pleased to provide this letter signifying support of the co-op marketing grant funding application being submitted for the promotion of San Juan County- Utah's Canyon Country.

As the San Juan County Board of Commissioners, we support these efforts and commit that the matching funding totaling \$215,000 for San Juan County- Utah's Canyon Country Co-op Grant Application (1:1 match) will be available from the San Juan County Visitor Services department’s 2027 budget.

Thank you for your consideration in the affirmative of the request.

Sincerely,

\_\_\_\_\_  
Lori Maughan  
San Juan County, Chair



Lori Maughan	Chair
Jamie Harvey	Vice-Chair
Silvia Stubbs	Commissioner
Mack McDonald	Administrator

June 2, 2026

Utah Office of  
Tourism Co-op Grant  
Committee Council  
Hall/Capital Hill Salt  
Lake City, UT 84114

**Subject: Letter of Support for Blanding City's Marketing Grant Application**

To Whom it May Concern,

On behalf of San Juan County Tourism, I am pleased to offer our strong support for Blanding's application for the Co-op Marketing Grant. Blanding continues to play an important role in promoting tourism and economic activity throughout the region, and the City's ongoing efforts to expand its marketing initiatives will provide meaningful benefits to both visitors and local businesses alike. Events such as the Bears Ears Marathon help highlight the unique outdoor recreation opportunities, scenic landscapes, and welcoming community atmosphere that make our area a destination for travelers from across the country.

Blanding serves as a key gateway community within San Juan County, and its tourism and event programming contribute significantly to increased visitation, overnight lodging, dining, retail activity, and broader economic development. Strategic marketing investments help strengthen awareness of the area while encouraging visitors to extend their stay and explore the many attractions throughout the county. We believe the City's continued commitment to tourism promotion aligns closely with our regional goals of supporting sustainable visitation and strengthening the local economy.

We fully support Blanding's application for this funding opportunity and respectfully encourage favorable consideration of the request. Continued partnership and investment in destination marketing will help ensure long-term benefits for the community, local businesses, and the tourism industry throughout the region.

Sincerely,

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Lori Maughan  
San Juan County, Chair



## COMMISSION STAFF REPORT

**MEETING DATE:** June 2, 2026

**ITEM TITLE, PRESENTER:** Contract between the Utah Department of Environmental Quality and the San Juan County Public Health Department for Funding Year 2027, Presented by Mike Moulton, Public Health Interim Director

**RECOMMENDATION:** Approval

### SUMMARY

The purpose of this funding is to support the main responsibilities of the San Juan County Environmental Health Director, as outlined in R305-10 and Utah Code 26A-1-114.

**CONTRACT PERIOD:** Effective Date: 07/01/2026      Termination Date: 06/30/2027

### HISTORY/PAST ACTION

Commission approval of previous contracts.

### FISCAL IMPACT

The total funding allotment for the San Juan County Health Department is \$86,031.



State of Utah

SPENCER J. COX  
Governor

DEIDRE HENDERSON  
Lieutenant Governor

Department of  
Environmental Quality

Tim Davis  
Executive Director

Ashley Sumner  
Deputy Director

May 1, 2026

Mike Moulton, Interim Health Officer  
San Juan County Health Department  
735 South 200 West Suite 2  
Blanding, UT 84511

Dear Mr. Moulton:

I am pleased to present the one-year contract for the FY27 pass-through funding for the San Juan County Health Department. The total funding allotment is \$86,031.

The funding will take effect on July 1, 2026. San Juan County Health Department will need to submit monthly invoices to the Department of Environmental Quality, each attesting that the funds expended were in accordance with R305-10 and Utah Code 26A-1-114. The final invoice, certifying fund utilization, shall be submitted to the Department of Environmental Quality no later than July 15, 2027.

Please review the attached documents. If you agree to the terms and conditions, kindly sign and submit the contract using Adobe eSign. Valerie Warr will send you a final copy of the contract. If you have additional staff you would like the final signed contract sent to, please let Valerie know at [vwarr@utah.gov](mailto:vwarr@utah.gov) or 801.536.4447.

Thank you for your ongoing partnership and dedication to the health and well-being of our community.

Sincerely,

Tim Davis (Apr 20, 2026 10:13:46 MDT)

Tim Davis  
Executive Director

Enclosures (3):

1. San Juan County HD Contract
2. Attachment A: State Of Utah Agency Standard Terms And Conditions For Goods And/Or Services
3. Attachment B: Scope of Work

CC: via Email w/Enclosures

Dennis Shumway, Environmental Director, San Juan County Utah Health Department

Mack McDonald, Chief Administrative Officer, San Juan County Utah Health Department



## DEPARTMENT OF ENVIRONMENTAL QUALITY MODIFIED

## ATTACHMENT A: STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
  - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the State Entity and Contractor signed.
  - d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
  - f) "**Federal Grant**" means a source of funding from the federal government that forms all or part of the basis for the State Entity's funding for the Contract.
  - g) "**Goods**" means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
  - h) "**Procurement Item**" means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
  - i) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
  - j) "**Services**" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
  - k) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
  - l) "**State Entity**" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - m) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - n) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
7. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact

regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.

Item 14.

10. **INDEMNITY:** Both parties to this agreement are Utah governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the either party, upon thirty (30) days written termination notice being given to the the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** This Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. Such termination shall become effective thirty (30) days after written notice by the State Agency delivered to the Contractor, except such termination shall be effective immediately upon notice if the underlying Federal Grant is terminated without notice to the State Entity.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section are limited to the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within a reasonable time of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY:** INTENTIONALLY DELETED

19. **RESERVED.**

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.

If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; or (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s). Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received, except that final payment for Contracts funded by Federal Grants terminated by the federal government without notice to the State Entity as described in Paragraph 15 will be made under the payment procedures applicable to the Federal Grant. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). Except for final payments under terminated Federal Grants described above, if payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** INTENTIONALLY DELETED

26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity. Contractor shall have the right to publish, upon prior written approval of the State Entity which may not unreasonably be withheld, the results of the project.

27. **OWNERSHIP IN CUSTOM DELIVERABLES:** INTENTIONALLY DELETED

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after

determining such delay will prevent successful performance of this Contract.

31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise Item 14. agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.

Written Confidential Information shall be clearly marked as "confidential." If certain Confidential Information has not been reduced to written form at the time of disclosure by the State Entity, then such orally disclosed information shall be protected by the Contractor as Confidential Information, provided that the State Entity shall: (i) provide a statement to the Contractor that the oral information shall be protected under this Agreement; and (ii) within thirty (30) days of such disclosure, reduce to writing a summary of the orally disclosed Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any, Procurement Item(s), supplies, , construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, , construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.

46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any other prior and contemporaneous agreements and understandings between the parties, whether oral or written. Item 14.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/11/2025)

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## Attachment B – Scope of Work

### 1. Funding

- a. **Funding Period:** July 1, 2026 to June 30, 2027
- b. **Line-Item Funding:** \$86,031
- c. **General Purpose of Funding Contract:** The purpose of the funding contract is to pass through state funds appropriated by the Legislature to local health departments to perform minimum performance standards as outlined in R305-10 and Utah Code 26A-1-114.

### 2. Authority

- a. R305-10-10 State funds appropriated by the Legislature will be allocated through contracts to local health departments, ensuring each receives an equal portion for up to one full-time equivalent position.

### 3. Reporting

- a. The CONTRACTOR will report directly to the Natural Resources, Agriculture, and Environment Interim Committee on the use of the appropriated funds, pursuant to SB172 of the 2025 General Legislative Session, as incorporated in 19-1-111.
- b. A copy of the final report submitted to Natural Resources, Agriculture, and Environment Interim Committee will be sent to DEQ.

### 4. Invoicing

- a. The CONTRACTOR shall submit monthly invoices to the Department of Environmental Quality, each attesting that the funds expended were in accordance with R305-10 and Utah Code 26A-1-114. The final invoice, similarly certifying fund utilization, shall be submitted to the Department of Environmental Quality no later than July 15, 2027.



## COMMISSION STAFF REPORT

**MEETING DATE:** June 2, 2026

**ITEM TITLE, PRESENTER:** Consideration and Approval of an amendment to the La Sal Library lease agreement with The La Sal Recreation Special Service District to extend the current agreement to utilize the La Sal Community Center to 2031 with all other terms remaining the same. Presented by Nicole Perkins, Library Director

**RECOMMENDATION:** Approve

### SUMMARY

The current lease agreement with the La Sal Recreation Special Service District is due to expire the end of May 2026. The proposed amendment would allow the La Sal Library to continue leasing a portion of the La Sal Community Center for an additional 5 years which would extend the current agreement until May 31, 2031.

### HISTORY/PAST ACTION

Approved

### FISCAL IMPACT

\$1200 per year, which has been the same amount for at least the past 11 plus years.

LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease" or "Lease Agreement") is made and entered into as of June 1, 2021 (the "Effective Date"), by and between the La Sal Recreation Special Service District, a Utah Special Service District (hereinafter referred to as "Lessor"), and San Juan County, a political subdivision of the State of Utah (hereinafter collectively referred to as "Lessee"). Lessor and Lessee may be referred to collectively as the "Parties" herein.

WITNESSETH:

WHEREAS, Lessee operates the La Sal Community Center Library within the South Storage Room; and

WHEREAS, Lessor, is the owner of real property located within La Sal which is a mixed-use facility comprised of the Recreation Center, Community Center Kitchen and Library; and

WHEREAS, Lessor has been and desires to continue to lease a portion of real property (the "Leased Premises," as defined in Section 1 below) to the Lessee for the purpose of operating the San Juan County La Sal Library; and

WHEREAS, the La Sal Recreation Special Service District executed a previous lease on October 29, 2020 for the Leased Premises; and

WHEREAS, the previous lease expired requiring a new lease to be executed in the name of the Lessor;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties hereto agree as follows:

Section 1. Description and Use of the Leased Premises

Lessor hereby leases the South Storage Room comprising of the real property and premises: including parking areas located at 848 Hwy 46, La Sal, Utah. Access to the Kitchen as an employee break facility, two kitchen cupboards, and access to the public restrooms (collectively, the "Leased Premises").

Section 2. Term

The term of this Lease shall be for five (5) years from the Effective Date and shall continue thereafter on a month-to-month basis as needed, with an option to extend the lease for an additional (5) years upon the mutual agreement by both parties through an amendment to the original executed lease agreement. Notwithstanding anything to the contrary herein, the term of this Lease shall terminate 5 years after the Effective Date unless renewed for an additional period of time.

### Section 3. Rent

As of the effective Date, the rent that Lessee is obligated to pay Lessor under this Lease shall be \$100.00 (One Hundred Dollars and No/100) a month, payable in advance of each month on the first day of each month. Rent is based on a two-three day per week utilization rate.

### Section 4. Warranties of Title and Covenant of Quiet Possession and Enjoyment

Lessor Covenants and agrees with Lessee that Lessee shall and may peaceably and quietly have, hold, and enjoy the Leased Premises during the term hereof. Lessor warrants that the Special Service District's Board is responsible for the care, management and operations of the Leased Premises and has full right to make this Lease. Lessor Covenants and agrees with Lessee that Lessee shall and may peaceably and quietly have, hold, and enjoy the Leased Premises during the term hereof.

### Section 5. San Juan County Use Only

During the term of this Lease Agreement, Lessee shall use the Leased Premises as a public building and for the uses consistent with a San Juan County facility building comprised of a Library. Lessee shall not use the building for any other purposes without the express prior written consent of the Lessor.

### Section 6. Lessor's Personal Property and Fixtures

All personal property and fixtures placed in or upon the Leased Premises by Lessee shall not become part of the Leased Premises. Lessee shall be privileged to remove the same at the termination or expiration of the Lease Agreement.

### Section 7. Repair and Maintenance

**Lessor's Responsibility:** Lessor shall, at its sole cost and expense, perform all maintenance and make all repairs necessary to maintain the Leased Premises in a condition that is the same or better than the condition of the Leased Premises as of the Effective Date. Said items shall include, but are not limited to, roof, structure, building envelope, provide grounds and parking lot maintenance, including adequate parking lot lighting, plumbing, air conditioning, heating, ventilation, electrical systems, windows, floors, including carpeting, and all other items which constitute a part of the Leased Premises. Lessor shall also ensure that heating and air conditioning equipment is capable of maintaining adequate working temperatures. Lessor agrees to make timely repairs and have adequate and timely maintenance procedures. Lessor will keep the walks passable and walkable during operating hours.

**Lessee's Responsibility:** Lessee shall maintain and be responsible for all Library equipment and ancillary systems within the leased space. Lessee shall maintain interior paint and flooring. Lessee shall be responsible for the telecommunications lines, internet equipment or equipment installed by Lessee. Lessee shall repair or replace any damage to the Leased Premises to the extent caused by the negligence of Lessee, its agents, employees, invitees or customers. Lessee shall provide the janitorial services for the Leased Premises for the term of this Lease.

**Alterations of Leased Premises by Lessee:** Lessee has the right to make alterations to the interior of the Leased Premises to accommodate systems furniture, computer and communications systems, and other related personal property and fixtures. In making said alterations, Lessee shall ensure that any alterations shall comply with local building codes and life safety requirements. During the term of the Lease Agreement, if in the judgment of Lessee, it becomes necessary to provide additional services to accommodate San Juan County, Lessor grants Lessee the necessary right or license to install such services to the Leased Premises. Such services, if installed, shall be installed and paid for by the Lessee. Lessee shall make no other alterations in the Leased Premises, except as provided herein, without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

**Alterations of Leased Premises by Lessor:** Lessor may make repairs, alterations, or improvements for the preservation, safety, or improvement of the Building or Leased Premises, provided that Lessor shall coordinate said work with Lessee so as not to disrupt Lessee's use of the Leased Premises and that such repairs or alterations do not increase the costs of operating and maintaining or lessen the ability of the Lessee to use the Leased Premises for County use.

#### Section 8. Taxes

Lessor shall pay all real property taxes, personal property taxes, and all other taxes assessed against the Leased Premises if applicable.

#### Section 9. Condemnation

If all the Building or Leased Premises is taken or condemned, the Lease Agreement shall terminate effective as of the date of taking. If a portion of the Building or Leased Premises is taken or condemned and the remainder is, in either party's opinion, not economically or functionally usable, then the determining party shall notify the other of the termination of the Lease effective as of the date of taking. Any prepaid rent shall be immediately refunded to the Lessee.

Section 10. Right of Entry

The Parties acknowledge, understand, and agree that Lessor and any of its authorized agents may enter into and upon the Leased Premises with prior notice and approval by Lessee, for the purpose of inspecting the same, of posting notices of non-responsibility for alterations, additions or repairs, or for any other reasonable purpose, which approval shall not be unreasonably withheld.

Section 11. Assignment and Subletting

Notwithstanding anything herein to the contrary, Lessee may not assign or sublet this Lease.

Section 12. Notices

All notices, demands or other writings under this Lease shall be in writing and shall be deemed delivered on the date of personal delivery or three days after it is deposited in the United States mail with postage prepaid and addressed as follows:

To Lessor:  
San Juan County  
Attn: San Juan County Library Director  
117 South Main Street, PO Box 9  
Monticello, Utah 84535

To Lessee:  
La Sal Recreation Special Service District  
PO Box 102  
La Sal, Utah 84530

Section 13. Utilities

The Parties acknowledge, understand, and agree that Lessor shall be solely responsible for all utility costs associated with the Leased Premises Lessee shall pay all costs associated with internet and telephone services to the leased space.

Section 14. No Liens

Lessee shall keep the Leased Premises and every part thereof and all other improvements at any time located thereon free and clear of any and all mechanics, materialmen, and other liens for or arising out of or in connection with the work or labor done, services performed or materials or equipment used or furnished on the Leased Premises.

Section 15. Remedies Cumulative

All rights and/or remedies herein conferred on Lessor shall be deemed cumulative, and no one shall be exclusive of the other or of any other remedy inferred by law or equity.

#### Section 16. Default

In the event either party defaults in the terms or conditions of this Lease Agreement, the non-defaulting party must give written notice of the default to the defaulting party. Failure of the defaulting party to cure the default within fifteen (15) days from receipt of the written notice will allow the non-defaulting party to terminate this Lease Agreement.

#### Section 17. Insurance

Lessor agrees to keep the Leased Premises fully insured and to protect the same from damages or loss by all ordinarily insurable perils under an "all risk" insurance policy during the term of this Lease Agreement.

Lessee agrees to provide coverage for any personal property that it may place on and/or within the Leased Premises and for liabilities that may arise from Lessee's acts and/or the acts of Lessee's employees and agents arising out of or in connection with Lessee's use of the Leased Premises.

#### Section 18. Lessee's Option to Terminate

Lessee shall have the right, by written notice to Lessor given at least one month in advance, to terminate this Lease and surrender its lease hold interest to Lessor. Termination shall be effective on the date specified in Lessee's notice. On and as of the effective date of the termination, Lessee shall be relieved from all further liability for rental or otherwise hereunder and shall deliver possession of the Leased Premises to Lessor in accordance with the provisions of this Lease.

#### Section 19. Disposition of Improvements on Termination of Lease

On termination of this Lease for any cause, Lessor shall become the owner of any improvements remaining on the Leased Premises following the removal of those improvements required or permitted to be removed by Lessee pursuant to the terms of this Lease.

#### Section 20. Parties Bound

The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto, and all the parties hereto shall be jointly and severally liable for performance of their respective duties and obligations as described in this Lease.

#### Section 21. Time of the Essence

Time is of the essence of this Lease and of each and every covenant, term, condition and provision of this Lease.

Section 22. Survival of Terms, Provision, Promises, or Otherwise of This Lease after Termination

Termination of this Lease shall not extinguish or prejudice either Party's right to enforce this Lease with respect to any uncured breach or default of or under this Lease.

Section 23. Waivers or Modification

No waiver or failure to enforce one or more parts or provisions of this Lease shall be construed as a continuing waiver of any part or provision of this Lease, which shall preclude the Parties from receiving the full bargained for benefit under the terms and provisions of this Lease. A waiver or modification of any of the provisions of this Lease or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Lease cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.

Section 24. Binding Effect; Entire Lease; Amendment

This Lease is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. This Lease, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Lease supersedes and cancels all prior agreements, negotiations, and understandings between the Parties, whether written or oral which are void, nullified and of no legal effect if they are not recited or addressed in this Lease. Neither this Lease nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Lease and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

Section 25. Severability

If any part or provision of this Lease is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Lease shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void

such part or provision in any other jurisdiction. Those parts or provisions of this Lease, which are not prohibited or unenforceable, shall remain in full force and effect.

Section 26. Authorization


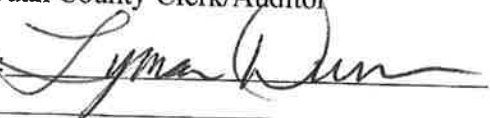

The persons executing this Lease Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Lease Agreement, and that this Lease Agreement represents a binding and enforceable obligation of such Party.

Section 27. Authority; Counterparts; Electronic Signatures

The Parties signing this Lease represent that they have been duly authorized by their respective principals and by all necessary corporate and public action to enter into and execute this Lease. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. For purposes hereof, facsimile and/or e-mail signatures hereon shall be treated the same as, and accorded the same legal significance as original signatures hereon.

In Witness Whereof, the Parties have executed this Lease to be effective on the day and year first above written.

Each party is signing this contract on the date below the party's signature.

<p>LESSOR</p> <p>By: <u></u>          Willie Grayeyes, Chair          San Juan County Board of County Commissioners</p> <p>Date: <u>August 17, 2021</u></p> <p>ATTEST:</p> <p><u>John David Nielson Lyman Duncan</u>          San Juan County Clerk/Auditor</p> <p>Date: <u> 8-17-2021</u></p>	<p>LESSEE</p> <p>By: <u></u></p> <p>Print Name: <u>Maxine Deeter</u></p> <p>Title: <u>Rec Board Chair</u></p> <p>Date: <u>August 7, 2021</u></p>
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## AMENDMENT TO LEASE AGREEMENT

This AMENDMENT TO LEASE AGREEMENT (this “Lease” or “Lease Agreement”) is made and entered into as of June 1, 2026 (the “Effective Date”), by and between the La Sal Recreation Special Service District, a Utah Special Service District (hereinafter referred to as “Lessor”), and San Juan County, a political subdivision of the State of Utah (hereinafter collectively referred to as “Lessee”). Lessor and Lessee may be referred to collectively as the “Parties” herein.

### WITNESSETH:

WHEREAS, Lessor, is the owner of real property located within La Sal which is a mixed-use facility comprised of the Recreation Center, Community Center Kitchen and Library; and

WHEREAS, Lessor has been and desires to continue to lease a portion of real property (the “Leased Premises” to the Lessee for the purpose of operating the San Juan County La Sal Library; and

WHEREAS, Lessor and Lessee entered into a Lease Agreement, dated June 1, 2021, wherein Lessor leased certain premises located within the La Sal Community Center Library within the South Storage Room for a term of 5 years, terminating on June 1, 2026; and


WHEREAS, pursuant to the terms of said Lease, the term may be extended for another 5 year period upon mutual agreement of the Parties; and

WHEREAS, the Parties mutually desire to extend the Lease for another 5 year term, commencing June 1, 2026 and terminating on May 31, 2031;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties hereto agree as follows:

1. The term of this Lease shall be extended for an additional five (5) years, beginning on June 1, 2026 and terminating on May 31, 2031.
2. All other terms and conditions in the original Lease Agreement shall remain in full force and effect and be binding upon the Parties.
3. All notices, demands or other writings under this Lease shall be in writing and shall be deemed delivered on the date of personal delivery or three days after it is deposited in the United States mail with postage prepaid and addressed as follows:

To Lessor: San Juan County Attn: San Juan County Library Director 25 West 300 South Blanding, Utah 84511	To Lessee: La Sal Recreation Special Service District PO Box 332 La Sal, Utah 84530
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<b>LESSOR</b>  By: _____ Lori Maughan, Chairperson San Juan County Board of County Commissioners  Date: _____ ATTEST: _____  Lyman Duncan San Juan County Clerk/Auditor  Date: _____	<b>LESSEE</b>  By:  _____ <del>Kristl Johnson</del>  Print Name: <u>Kristl Johnson</u>  Title: La Sal Recreation Special Service Service District Board Chair  Date: <u>5/26/26</u>
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## STAFF REPORT

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**MEETING DATE:** June 2nd, 2026

**TITLE:** CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDING ORDINANCE 2020-04 ESTABLISHING THE PURCHASING POLICY WITHIN SAN JUAN COUNTY. Tranner Sharpe, Human Resources

**RECOMMENDATION:** Approval

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### SUMMARY

San Juan County Purchasing Policy has been reviewed by the heads of the departments, it has been updated and is needing to be approved by the Commissioners, so that San Juan County can adopt the changes.



## San Juan County Purchasing Policy

### TABLE OF CONTENTS

#### Contents

San Juan County Purchasing Policy ..... 1

**TABLE OF CONTENTS** ..... 1

San Juan County Purchasing Policy ..... 1

    The underlying purposes of this policy are: ..... 1

    Compliance – Exemptions from this policy: ..... 1

        A.    Definitions ..... 1

        B.    Ethics ..... 3

        C. Purchasing Agent Authority and Duties ..... 4

Duties ..... 4

        D. Department Directors’ and Supervisors’ Responsibilities ..... 5

Duties ..... 5

        C.    General Provisions ..... 6

        D.    Authorization Requirements for Purchases. .... 6

        6.    Avoidance Prohibited. .... 8

        7.    Sole Source Procurement ..... 8

        E.    Request for Proposal, Invitation for Bids, and Related Competitive Processes (RFP / IFB / RFI / Quotes). .... 9

**1.    Competitive Procurement – General** ..... 9

        2.    Invitation for Bids (IFB) – Competitive Sealed Bidding ..... 9

        B.    Content of the Invitation for Bids ..... 9

        D.    Bidding Time. .... 10

        E.    Receipt and Opening of Bids ..... 10

        F.    Evaluation and Award ..... 10

        G.    Cancellation or Rejection. .... 11

        3.    Request for Information (RFI) ..... 12

        4.    Sole Source Procurement ..... 12

        5.    Emergency Procurement ..... 12

- 6. Protests..... 13
- F. Public Works and Construction Procurement..... 13
- 4. Thresholds and Competition Requirements..... 14
- 5. Bonding and Security..... 15
- 6. Change Orders..... 15
- a. Contractor Responsibility..... 15
- c. Retainage and Final Payment..... 16
- I. San Juan County Procurement Authority Matrix..... 16

## San Juan County Purchasing Policy

### The underlying purposes of this policy are:

1. To ensure fair and equitable treatment of all persons who wish to, or do conduct business with San Juan County.
2. To provide for the greatest possible economy in the County's procurement activities.
3. To foster effective broad-based competition within the free enterprise system to ensure that the County will receive the best possible services or products at the lowest possible price and/or the most responsive price based on quality of workmanship and performance.
4. It is the intention of San Juan County to get the best value on purchases. The lowest price provider does not always constitute the best value to San Juan County. When purchasing equipment or services, considerations should include product quality, product support, service provider experience, maintenance fees, renewal fees, and end-user application of the purchase. In instances in which the low quote is not selected, the Department must provide written justification for not selecting the lowest quote and include this written justification with the purchasing record.

### Compliance – Exemptions from this policy:

5. This policy shall not prevent the County from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with law.
6. When procurement involves the expenditure of Federal and/or State funds the County shall comply with all applicable Federal and/or State laws and regulations.

### A. Definitions

1. **Alternate Procurement Method:** A procurement method authorized by Utah Code and this Policy other than competitive sealed bidding, including (as applicable) competitive sealed proposals, sole source procurement, emergency procurement, and other allowable methods.
2. **Best Value:** The basis for awarding a contract to an offeror that optimizes quality, cost, and efficiency among responsive and responsible offerors, based on objective and quantifiable evaluation criteria where possible.
3. **Blanket Purchase Order:** A purchase order authorizing multiple purchases and/or deliveries over a defined period of time, often used when there is a recurring need for goods and predetermined pricing.
4. **Board:** The San Juan County Board of Commissioners.
5. **Business:** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, vendor, contractor, or other private legal entity.

6. **Contract:** A written document establishing legally binding obligations between the County and another party, regardless of label (e.g., “contract,” “agreement,” “memorandum,” “letter of understanding,” “grant application,” “donation form,” etc.). All County contracts shall be reviewed and approved as to form and content by the San Juan County Attorney’s Office before execution.
7. **Emergency Purchases / Emergency Expenditures:** Procurements necessary to respond to a declared or actual emergency, including circumstances where the governing body determines a natural disaster or fiscal emergency exists and expenditures are reasonably necessary to respond under **Utah Code Title 17, Chapter 63** (Uniform Fiscal Procedures Act for Counties), including emergency expenditure authority. (See **Utah Code § 17-63-404.**)
8. **Encumbrance:** A reservation of budget authority to ensure no expenditure is made unless sufficient unencumbered appropriation and available funds exist, except in cases of emergency as permitted by law. County fiscal controls and budgetary requirements are governed by **Utah Code Title 17, Chapter 63**, including encumbrance/budget controls. (See **Utah Code § 17-63-501.**)
9. **Equipment:** Tangible property (other than land and buildings) used in the operation of a department.
10. **Invoice:** A vendor billing document showing the amount due and terms of payment for supplies delivered or services rendered.
11. **Professional Services:** Services involving specialized expertise, professional judgment, and/or a high degree of creativity, where selection may be based on qualifications (including education/training, experience, demonstrated effectiveness, judgment, and integrity) and not solely on lowest price.
12. **Public Works Projects / Construction:** Works constructed for public use, protection, or enjoyment, ordinarily of a fixed nature, including buildings, roads, bridges, waterworks, paving, and repairs, involving labor and/or materials and labor.
13. **Quote:** A stated price from a vendor for goods, services, or equipment. Quotes may be obtained by phone, email, fax, mail, or printed pricing from vendor websites, provided the documentation is retained in the purchase file.
14. **Request for Proposals (RFP):** A formal competitive solicitation where offerors propose solutions and pricing to meet a defined County need, and award may be based on best value criteria.
15. **Request for Information (RFI):** A process used to collect information from vendors to help define needs, specifications, or procurement strategy. An RFI is not a request for pricing and does not result in award.
16. **Request for Quotes (RFQ – Quotes):** An informal competitive process to obtain pricing for goods or services without formal advertising or sealed bids, generally used for small purchases and permitted procurements consistent with Utah Code and this Policy.

- 17. Requisition:** A request submitted to the Purchasing Agent to initiate the purchase of goods or services.
- 18. Sole Source Purchase:** A procurement method allowing purchase from a single source only when the requirement is reasonably available from only one supplier and the sole source justification is documented and approved in accordance with this Policy and Utah Code.
- 19. Specifications:** A clear written description of required goods and/or services, including physical/functional characteristics, performance requirements, and other requirements necessary for evaluation and procurement.
- 20. State Contract / Cooperative Contract:** A contract established by the State of Utah or another authorized public procurement unit that the County is permitted to use under Utah Code and contract terms.
- 21. Vendor:** A supplier of goods or services to San Juan County.

## B. Ethics

**Purpose:** To avoid direct conflicts and the appearance of impropriety in the purchasing and procurement of goods and services for San Juan County. Questions regarding this section should be directed to the San Juan County Attorney's Office.

- 1. Compliance with Ethics Law.** San Juan County elected officials, employees, and agents shall procure goods, equipment, and services in accordance with applicable federal, state, and local law, including the **Utah Public Officers' and Employees' Ethics Act (Utah Code Title 67, Chapter 16)**.
- 2. Conflicts and Recusal.** County officials, employees, and agents shall recuse themselves and shall not participate in selecting, awarding, or administering a procurement when they knew or should have known that any of the following has a financial or other interest in a prospective vendor/contractor:
  - a. The official, employee, or agent;
  - b. Any member of the individual's immediate family;
  - c. The individual's partner or significant other; or
  - d. Any organization employing any of the above, or where any of the above has an arrangement concerning prospective employment, an independent contractor relationship, or similar arrangement.
- 3. No Personal Benefit.** No personal benefit shall be incurred by any individual as a result of purchases made using County funds, regardless of funding source.
- 4. Gifts and Gratuities.** County officials, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from vendors, potential vendors, or parties involved in any County procurement. County Personnel Policy professional conduct standards shall be followed.

5. **Duty of Care.** County officials, employees, and agents shall exercise appropriate duty of care in procurement activities, including obtaining and reviewing adequate documentation to promote the best interests of San Juan County.
6. **No Dividing Purchases.** No purchase shall be intentionally or knowingly split, divided, phased, or otherwise arranged into two or more smaller procurements for the purpose of avoiding competition requirements, approval requirements, contract requirements, or any threshold in this Policy or Utah law. Violations may be subject to administrative and criminal penalties under applicable Utah Code, including provisions addressing dividing a procurement.
7. **Cost-Plus Percentage Prohibited.** Cost-plus-a-percentage-of-cost contracts are prohibited. Other contract types may be used when in the County's best interest, consistent with Utah Code and this Policy. A cost-reimbursement contract may be used only when a written determination is made that it is likely to be less costly than other contract types or it is impracticable to obtain the required supplies, services, or construction except under such a contract.

### C. Purchasing Agent Authority and Duties

Except as otherwise provided herein, the Purchasing Agent shall serve as the principal purchasing official for San Juan County. The Purchasing Agent is authorized to enforce and review of this Policy.

#### Duties

In accordance with this Policy, the Purchasing Agent or his/her designee shall:

- a. Periodically review this policy and recommend changes to be approved by the San Juan County Board of Commissioners;
- b. Review and confirm that goods and services are purchased in accordance with this policy;
- c. Maintain all supporting documentation (e.g. requisitions, quotes, RFPs and proposals, RFIs and responses, sole source requests, notices, correspondence);
- d. Open and record RFP responses and detail the history of procurement, rationale for method of procurement, selection of contract type, selection or rejection, and the basis for price; work with the respective Department Director(s) to review approval of a bid if the cost of a good or service is expected to exceed the bid limit;
- e. Work with the respective Department Director(s) to determine whether it is advantageous to bid any purchase contracts less than the statutory limits;
- f. Review forms for completeness and approve or deny the request, thereby converting the requisition to a purchase order;

- g. Oversee the P-Card program, including issuing cards, suspending cards, and closing cards when employees terminate;
- h. Determine when open vendor accounts may be necessary and in the best interest of San Juan County, and establish terms and conditions of use for such accounts (including Sam’s Club, Costco, Amazon, etc...); and
- i. Oversee capital equipment purchases.

## **D. Department Directors’ and Supervisors’**

### **Responsibilities**

### **Duties**

It is the responsibility of the Department Directors or Supervisors to:

- a. Identify the purchases to be made by his or her department in a fiscal year, thereby constituting the annual departmental budget, pursuant to this policy and the Uniform Fiscal Procedures Act for Counties (U.C.A. 1736).
- b. Determine whether it is advantageous to San Juan County to bid any contract less than what is stated in this policy;
- c. Be responsible for compliance with this policy and procedure by employees within the department and delegate tasks pursuant to purchasing procedures;
- d. Submit annual “Conflicts Disclosure Statements” to the **San Juan County Clerk/Auditor**;
- e. Ensure that San Juan County does not incur sales tax charges on exempt purchases by providing vendors documentation of tax exempt status, a TC721G Exemption Certificate for Governments and Schools;
- f. Maintain oversight to ensure that contracted vendors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders and inform the Purchasing Agent of any material breach of such;
- g. Contact the Purchasing Agent to initiate a purchase of capital items after the annual adopted budget has passed by resolution of the San Juan County Board of Commissioners;
- h. Ensure expenditures are appropriately budgeted and submit Budget Amendment Form when necessary;
- i. Determine the amount of a blanket purchase order and the length of time it will remain in effect (all purchase orders expire at the end of the calendar year); Order from Vendors preapproved by the Purchasing Agent or submit a request to add new vendor to County Polaris system with appropriate back-up documentation including a copy of vendors insurance and a current and valid W-9); and
- j. Approve or deny all designated invoices for payment, with the exception of self-reimbursement, which must be approved by another authorized individual in the department.

### C. General Provisions

1. **Purchasing Agent Designated.** The Clerk/Auditor is hereby appointed and designated as the San Juan County Purchasing Agent. The Purchasing Agent may designate qualified personnel to perform all or part of the Purchasing Agent's duties under this Policy.
2. **Authority to Enter into and Execute Contracts.** All contracts shall be approved by the San Juan County Board of Commissioners unless specifically delegated by the Board or authorized by applicable law. No department, office, board, or employee is authorized to execute a contract, agreement, or purchase order except as provided in this Policy, Board action, or applicable law. Contracts executed in violation of this section may be void and may result in personal liability for persons responsible.
3. **Competitive Procurement.** Unless exempted by Utah law or this Policy, procurements shall be conducted on a competitive basis using the appropriate method (quotes, invitation for bids, request for proposals, etc.), with documentation retained in the procurement file.
4. **Use of State and Cooperative Contracts.** Pursuant to Utah procurement law, the County may purchase from state contracts or cooperative contracts (including public procurement unit agreements) where authorized, without soliciting additional procurement options, provided the purchase is within the scope and terms of the contract and is properly documented.
5. **Sales Tax Exemption.** County purchases are generally exempt from sales tax. Departments shall provide appropriate documentation to vendors when required (e.g., TC-721G).
6. **Grant/Federal/State Requirements.** When procurement involves the expenditure of grant, state, or federal funds, the County shall comply with the applicable requirements in addition to this Policy. Where requirements conflict, the more restrictive requirement shall apply.

### D. Authorization Requirements for Purchases.

**General Rule:** Purchases shall be made only when budgeted and with appropriate approvals. The method of procurement and required documentation depend on (a) the total anticipated cost, (b) whether the procurement is one-time or ongoing, and (c) the type of purchase (goods, services, construction/public works).

### 1. Purchases up to \$5,000.

- o May be approved by the Department Head, provided the purchase is budgeted and within the department's authorized purpose.
- o **No quotes required** at this level, but documentation (vendor, item/service description, date, amount, and business purpose) shall be retained.
- o This level **shall not be used** to establish or continue **ongoing services** or recurring purchases in a manner that avoids the thresholds and competition requirements in this Policy.

### 2. Purchases over \$5,000 and up to \$10,000.

- o Requires a **Purchase Order** approved by the Department Director and the Purchasing Agent **before** initiating the purchase.
- o The requisition/purchase description must clearly describe what is being purchased and why (part numbers alone are not sufficient).
- o Requires a minimum of **two (2) competitive quotes** unless a documented exception applies or State Approved Vendor (e.g., sole source or emergency as provided in this Policy).
- o Award shall generally be made to the lowest quote meeting specifications unless a higher-priced quote provides better value (quality, lifecycle costs, support, etc.). If not selecting the lowest quote, written justification shall be included in the purchase file.
- o Contracts at this limit may be executed by the Purchasing Agent when a written contract is required and when delegated/authorized by the Board or applicable law.

### 3. Purchases over \$10,000 and up to \$15,000.

- o Requires a **Purchase Order** approved by the Department Director and the Purchasing Agent **before** initiating the purchase.
- o Requires a minimum of **three (3) written quotes** from three different vendors unless a documented exception applies or the Purchasing Agent grants a written waiver after showing of diligent effort.
- o All quotes (and any waiver/exception documentation) shall be retained electronically as part of the purchasing record.
- o **Services** in this range typically require a **County-approved written contract**. Contracts shall be executed by the Board unless delegated/authorized.

#### 4. **Purchases over \$15,000 and up to \$50,000.**

- o Requires a **written contract** and **Board approval in an open meeting**, unless delegated/authorized by the Board or applicable law.
- o The Purchasing Agent shall determine and document the appropriate competitive method (quotes where allowed, Invitation for Bids, or RFP).
- o **Ongoing services** in this range shall be competitively procured using an appropriate formal process with public notice as required by the solicitation method and County practice.

#### 5. **Purchases over \$50,000.**

- o Requires formal competitive procurement and **Board approval in an open meeting**, unless an exception applies (emergency/sole source) and is properly documented.
- o Requirements by type:
  - a. **Goods/Equipment/Services over \$50,000:** RFP or Invitation for Bids as determined by the Purchasing Agent, and a County-approved contract.
  - b. **Building Improvements over \$50,000:** Formal solicitation (RFP/IFB as appropriate) and County-approved contract.
  - c. **Road/Public Works Projects:** Procured using the appropriate construction/public works method as determined by the Purchasing Agent and County counsel, consistent with this Policy and applicable law, with required documentation, bonding/security where applicable, and a County-approved contract.

#### 6. **Avoidance Prohibited.**

- o Purchases shall not be divided into smaller purchases to evade approval, competition, documentation, or contract requirements. (See Ethics Section).

#### 7. **Sole Source Procurement.**

- o Sole source procurement may be used only when a requirement is reasonably available from a single supplier.
- o A requirement for a particular proprietary item does not justify sole source if more than one potential vendor can provide the item.
- o Sole source requests must be submitted in writing to the Purchasing Agent with a clear explanation of why no other source is suitable, the expected duration of the sole source determination, and sufficient documentation to support the determination.
- o In cases of reasonable doubt, competition should be solicited.

## **E. Request for Proposal, Invitation for Bids, and Related Competitive Processes (RFP / IFB / RFI / Quotes).**

### **1. Competitive Procurement – General**

Unless otherwise exempted by Utah law or this Policy, procurements exceeding small purchase thresholds shall be conducted using a competitive process appropriate to the type and complexity of the purchase.

The Purchasing Agent shall determine the appropriate method, including:

- Invitation for Bids (IFB) – Competitive Sealed Bidding
- Request for Proposals (RFP) – Competitive Sealed Proposals
- Request for Information (RFI) – Informational only
- Quotes (informal competition within thresholds)
- Sole Source or Emergency Procurement (when properly documented)

All competitive procurements shall be documented in the procurement file.

### **2. Invitation for Bids (IFB) – Competitive Sealed Bidding.**

#### **A. When Used**

The IFB process is used when:

- Specifications are clear and complete;
- Award can be based primarily on price; and
- Discussions are not necessary.

Competitive sealed bidding is typically required for higher-value procurements where price is the primary factor.

#### **B. Content of the Invitation for Bids.**

The IFB shall include:

1. Instructions to bidders (submission deadline, location, format requirements)
2. Clear specifications or scope of work
3. Evaluation criteria (lowest responsive and responsible bidder)
4. Contract terms and conditions
5. Bonding or security requirements, if applicable
6. Requirement to acknowledge amendments

Documents may be incorporated by reference if access is clearly stated.

**C. Public Notice.** For procurements requiring formal competitive bidding:

Public notice shall be provided in a manner reasonably designed to promote competition, which may include:

- Posting on the County website
- Posting through the Utah Public Procurement Place (U3P) or other approved electronic procurement system
- Publication in a newspaper of general or local circulation when appropriate
- Direct notification to known vendors

The Purchasing Agent shall determine the appropriate notice method based on the size and nature of the procurement.

**D. Bidding Time.**

A minimum of **10 calendar days** shall generally be provided between issuance of the IFB and bid opening unless a shorter time is justified in writing by the Purchasing Agent due to urgency or special circumstances.

**E. Receipt and Opening of Bids.**

- Bids shall be time-stamped upon receipt.
- Bids shall be securely maintained until opening.
- Bids shall be opened publicly at the time and place stated in the IFB.
- The names of bidders and bid amounts shall be read aloud or otherwise made publicly available.
- Procurement records shall be retained in accordance with County record retention requirements.

**F. Evaluation and Award.**

1. Award shall be made to the **lowest responsive and responsible bidder** meeting all material requirements of the IFB.
2. Responsibility may include:
  - o Financial capability
  - o Past performance
  - o Compliance history
  - o Ability to meet delivery or performance requirements.
3. If only one bid is received, award may be made if:
  - o The price is determined to be fair and reasonable; and
  - o Adequate competition was reasonably solicited.
4. The Purchasing Agent shall document the basis for award in the procurement file.

## G. Cancellation or Rejection.

The County may cancel a solicitation or reject any or all bids when in the best interest of the County. The reason shall be documented in the procurement file. Request for Proposals (RFP) – Competitive Sealed Proposals.

**A. When Used.** The RFP process is used when:

- Factors other than price are important;
- Technical approach, qualifications, or experience must be evaluated; or
- Discussions may be necessary.

Award shall be based on **best value**, considering all evaluation criteria stated in the RFP.

**B. Content of the RFP.** The RFP shall include:

1. Scope of work or project description
2. Proposal submission instructions
3. Evaluation factors and relative importance
4. Contract terms and conditions
5. Deadline and submission requirements.

Only evaluation criteria stated in the RFP may be used in scoring proposals.

**C. Evaluation Committee.** The Purchasing Agent shall appoint a selection committee.

1. Committee members shall:
  - o Have relevant subject matter knowledge;
  - o Have no conflicts of interest;
  - o Independently evaluate proposals prior to group discussion.
2. Each member shall score proposals using the established evaluation criteria.
3. Scores shall be documented and retained in the procurement file.

Committee members shall not communicate with offerors outside the formal process.

**D. Oral Presentations (Optional).** If oral presentations are conducted:

1. All invited offerors shall be given equal opportunity and time.
2. Oral presentations may clarify but may not materially alter the original proposal.
3. No offeror shall receive information about another offeror's proposal.

**E. Discussions and Best and Final Offers.** If permitted in the RFP, the County may conduct discussions with one or more offerors to clarify proposals or request best and final offers, provided:

- All offerors are treated fairly;
- No proprietary information is disclosed;
- Documentation is retained in the file.

**F. Award.** The evaluation committee shall make a recommendation to the Board of County Commissioners.

The Board may:

- a. Award to the highest ranked offeror;
- b. Reject all proposals; or
- c. Authorize limited negotiations consistent with the scope of the RFP.
- d. A written Notice of Award shall document the basis for selection.
- e. Contracts shall not be effective until approved and executed as required by this Policy.

### 3. Request for Information (RFI)

An RFI may be issued to gather information about vendor capabilities, pricing structures, or industry standards prior to issuing a formal solicitation.

An RFI:

- Is not a request for pricing;
- Does not result in award;
- Does not obligate the County.

Information gathered through an RFI may be used to develop specifications or scope of work.

### 4. Sole Source Procurement.

Sole source procurement may be used only when:

- The requirement is reasonably available from only one supplier; and
- The determination is documented in writing and approved by the Purchasing Agent.

The written justification shall include:

- Description of the good/service;
- Explanation of uniqueness;
- Efforts made to identify alternative sources;
- Duration of sole source determination.

Where reasonable doubt exists, competition shall be solicited.

## 5. **Emergency Procurement.**

Emergency procurement may be used when immediate action is required to:

- Protect public health or safety;
- Prevent substantial property damage;
- Respond to a declared or actual emergency.

Emergency procurements shall:

- Be limited to the goods or services necessary to address the emergency;
- Be documented in writing;
- Be presented to the Board of County Commissioners as soon as practical.

## 6. **Protests.**

1. Protests regarding a solicitation or award must be submitted in writing to the Clerk/Auditor within **5 business days** of the event giving rise to the protest.
2. The Clerk/Auditor shall issue a written response within **5 business days**.
3. The decision may be appealed in writing to the Board of County Commissioners within **5 business days** of the response.
4. The Board's decision shall be final.

## 7. **Documentation and Record Retention.** All competitive procurement files shall include:

- Solicitation documents
- Amendments
- Notices
- Bids or proposals received
- Evaluation materials
- Award documentation
- Contract and approvals

Procurement records shall be retained in accordance with County record retention schedules and applicable law.

## F. **Public Works and Construction Procurement.**

1. **Purpose.** This section governs the procurement of public works and construction projects, including building improvements, road projects, infrastructure repairs, and other fixed public improvements. Construction procurement shall comply with this Policy, applicable provisions of the Utah Procurement Code (Title 63G-6a), and applicable fiscal controls under Title 17, Chapter 63.

**2. Applicability.** This section applies to:

- i. Building construction or renovation
- ii. Road construction and paving
- iii. Public infrastructure improvements
- iv. Major repairs or capital improvements
- v. Projects involving labor and materials

**3. Procurement Method.** The Purchasing Agent, in consultation with the requesting department and County Attorney, shall determine the appropriate procurement method based on:

- i. Project complexity
- ii. Estimated cost
- iii. Risk allocation
- iv. Timeline
- v. Market conditions

Methods may include:

- vi. Invitation for Bids (IFB) – traditional low bid
- vii. Request for Proposals (RFP) – when qualifications/technical approach matter
- viii. Multi-step sealed bidding
- ix. Approved cooperative/state contracts (if legally permissible)

**4. Thresholds and Competition Requirements.**

**A. Projects \$15,000 and Below.**

- Minimum quote requirements as outlined in Section H.
- Documentation retained in procurement file.

**B. Projects \$15,000 – \$50,000**

- Written contract required.
- Board approval in an open meeting.
- Competitive process required (formal quotes or IFB/RFP as determined by Purchasing Agent).

**C. Projects Over \$50,000.**

- Formal competitive procurement required (IFB or RFP).
- Public notice required.
- Written contract required.
- Board approval in open meeting.

## 5. Bonding and Security.

The Purchasing Agent may require:

- i. Bid security
- ii. Performance bonds
- iii. Payment bonds

Bonding requirements shall:

- iv. Be stated in the solicitation;
- v. Be proportional to project risk;
- vi. Not be used as a substitute for determining contractor responsibility.

## 6. Change Orders.

1. Change orders must:

- Be in writing;
- Clearly describe scope change and cost/time impact;
- Be signed by authorized County officials.

2. Change orders that materially alter:

- The scope of work; or
- The total contract amount beyond approved authority”

Shall require Board approval. All change orders shall be retained in the contract file.

### a. Contractor Responsibility.

Prior to award, the County may evaluate:

- i. Contractor licensing
- ii. Financial stability
- iii. Insurance coverage
- iv. Past performance
- v. Safety record
- vi. Compliance history.

The County may reject a contractor deemed non-responsible.

**b. Emergency Construction.** Emergency construction work necessary to protect life, safety, or property may be authorized consistent with emergency procurement provisions in this Policy.

Emergency construction expenditures shall:

- i. Be limited to immediate needs;
- ii. Be documented;
- iii. Be reported to the Board as soon as practical.

**c. Retainage and Final Payment.**

Where appropriate, the County may:

- i. Withhold retainage;
- ii. Require final inspection;
- iii. Require lien releases;
- iv. Require certification of payment to subcontractors.

Final payment shall not be issued until contractual requirements are satisfied.

**I. San Juan County Procurement Authority Matrix**

<b>Estimated Total Procurement Amount</b>	<b>Competition Required</b>	<b>Contract Required</b>	<b>Board Approval Required</b>	<b>Notes</b>
\$0 – \$5,000	None required	No	No	Must be budgeted; documentation required
\$5,001 – \$10,000	Minimum 2 quotes	PO required	No	Not for ongoing services
\$10,001 – \$15,000	Minimum 3 written quotes	Yes (services)	Possibly (if contract delegated otherwise Purchasing Agent)	Written justification required if not lowest
\$15,001 – \$50,000	Competitive process (quotes or formal solicitation)	Yes	Yes (open meeting)	Ongoing services require formal competition
Over \$50,000 (Goods/Services)	Formal IFB or RFP	Yes	Yes	Public notice required
Construction \$15k–\$50k	Competitive process	Yes	Yes	See Public Works Section
Construction Over \$50k	Formal IFB or RFP	Yes	Yes	Bonding may be required
Sole Source (Any Amount)	Justification required	Yes	Yes (if over Board threshold)	Must be documented
Emergency Procurement	Competition may be waived	Yes	Ratification as soon as practical	Must be documented



## COMMISSION STAFF REPORT

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**MEETING DATE:** June 2, 2026

**SUBMITTED BY:** Lori Maughan, Commissioner

**TITLE:** Consideration and Approval of the 2026 Water Right Application 99-132 (A82348) Extension

**RECOMMENDATION:** Approval

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### SUMMARY

This is a water right extension for the Cal Black airport

### HISTORY/PAST ACTION

Renewal

### FISCAL IMPACT

**\$50 application fee**

# BEFORE FOURTEEN YEARS REQUEST FOR REINSTATEMENT AND EXTENSION OF TIME TO FILE PROOF OF BENEFICIAL USE STATE OF UTAH

Received by \_\_\_\_\_  
 Fee Amount \$ Item 17.  
 Receipt # \_\_\_\_\_

WATER RIGHT NO.: **99-132 (A82348)**  
 APPLICANT: **San Juan County Commission**  
**117 S Main**  
**PO Box 9**  
**Monticello UT 84535**

**Provide all information requested below:**

**Construction completed to date:**

No construction activities or expenditures have been completed at this time. The project remains in the planning/pre-construction phase. With anticipation of construction starting sometime in the summer of 2026.

**Work completed since last extension:**

No construction work has been completed since the last extension due to ongoing administrative difficulties, including project coordination, procurement, and associated approval processes.

**Reasons why the project has not been completed:** The project was delayed due to administrative difficulties that impacted project coordination. These issues have since been addressed, and we anticipate they will not pose an issue moving forward.

**Estimated time for completion of project:**

Fall of 2026 or early 2027.

Pursuant to Section 73-3-12, Utah Code Annotated 1953 (as amended), request is made for EXTENSION OF TIME to file proof of beneficial use. I assert that to the best of my knowledge all information provided herein is true and complete. I assert that I am the applicant or I have been granted authority to make this request on behalf of the applicant.

\_\_\_\_\_  
 (Signature)                      Date                      Telephone Number

Proof Due Date: **April 30, 2026**                      Office Use Only  
 Lapse Date: **April 30, 2026**                      14 Year End Date: **April 9, 2035**  
 Reinstatement Date: \_\_\_\_\_                      50 Year End Date: **April 9, 2071**  
 Priority Date brought down to: \_\_\_\_\_  
 Initials: \_\_\_\_\_                      **LAPSED, REINSTATED**  
 Remarks: \_\_\_\_\_