

**GRAND COUNTY AIRPORT BOARD
REGULAR MEETING
AGENDA**

**January 6, 2025 @ 4:00 p.m.
Grand County Commission Chambers, 125 E. Center Street
Moab, UT 84532**

Join Zoom Meeting <https://us02web.zoom.us/j/85919598974>
To join by phone: Dial (669) 900-6833 Meeting ID: 859 1959 8974

- A. Call to Order
- B. General Business
 - 1. Approve minutes of December 2, 2024 (Regular meeting)
 - 2. Approve minutes of December 9, 2024 (Special budget meeting)
- C. Citizens to be Heard
- D. Action Items: Discussion and Consideration (some for Recommendation to County Commission with approvals subject to limitation):
 - 1. New language for Minimum Standards re: spacing between hangars or buildings and minimum square footage.
 - 2. Adopt advertising policy.
 - 3. Review of Airport Board Bylaws annually per county attorney's request.
 - 4. Nomination and vote for Airport Board Vice Chair.
 - 5. Accept State Grant for landscaping improvements and Dumpster enclosure - see map. \$46,550 no local match.
 - 6. Airport garages - reconsider placing on the edge of parking or approve cancellation of land lease.
 - 7. Approve advertising for flights on airport billboard - Discover Moab banner is fading.
 - 8. Approve FAA Required Title VI, DBE and CPP documents.
 - 9. Approve ARINC lease renewal.
- E. Discussion Items:
 - 1. Approved 2025 budget.
 - 2. Repair work to fix terminal foundation and affected interior walls.
 - 3. FAA Required Title VI, DBE and CPP documents.
 - 4. Discuss county funding for pavement in front of FBO hangars, fuel trucks and the drive through gate during apron reconstruction.
 - 5. MOU with TSA for CCTV footage.
 - 6. Terminal Roof Repairs, including the sandstone walls and gutter - rough estimate \$40,000, need approval for funding before RFB.
 - 7. Develop a comprehensive project list for the airport. The list would include all projects prioritized according to need and would include descriptions of the projects, cost estimates, funding sources and proposed begin dates.

8. Consider updating the Airport Board Bylaws to include (please attach the current Bylaws to the agenda):
 - a. Change the way the Board functions to a proactive and leadership-oriented body.
 - b. Additional Board members from Emery and San Juan counties.
9. Project Reports
 - a. Taxiway A1 Relocation - Construction to start in the spring.
 - b. Ramp expansion and taxi lane - late summer/fall.
 - c. Drive through gate replacement (FEMA Grant) - gate was delivered, installation TBD.
 - d. Economic Development is working with the Airport Director and Contour for airline advertising for 2024 funding.
 - e. Economic Development is assisting with creating entrance sign for CNY – possible grant funding available through the state.
 - f. Emergency Fence repairs completed – Fed Ex semi crash.
 - g. End of year numbers.

F. Reports:

1. Airport Monthly Data Report & Virtower Data - December 2024
2. Any questions on Director's Report for January 2025
3. County Commission
4. City of Moab
5. Travel Council
6. Solar Committee
7. Other reports for Airport Board

G. Future Considerations

H. Closed Session, if necessary

I. Adjourn

Those with special needs requests wishing to attend Airport Board meetings are encouraged to contact the County two (2) days in advance of these events. Specific accommodations necessary to allow participation of disabled persons will be provided to the maximum extent possible. Requests, or any questions or comments can be communicated to: (435) 259-1346.

Posted by: Tara Collins
at the Grand County Commission Chambers _____ Date _____ Time _____

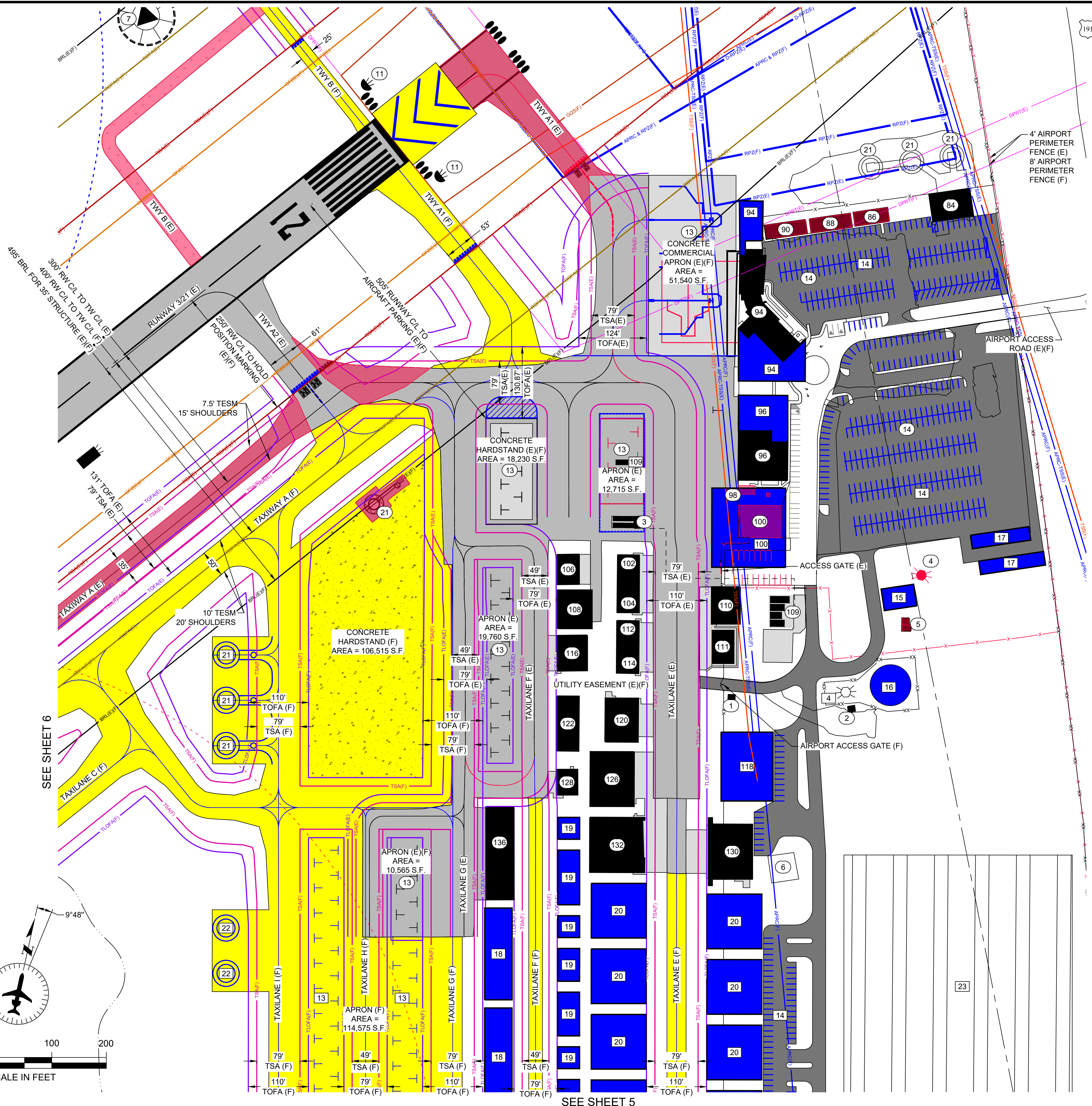
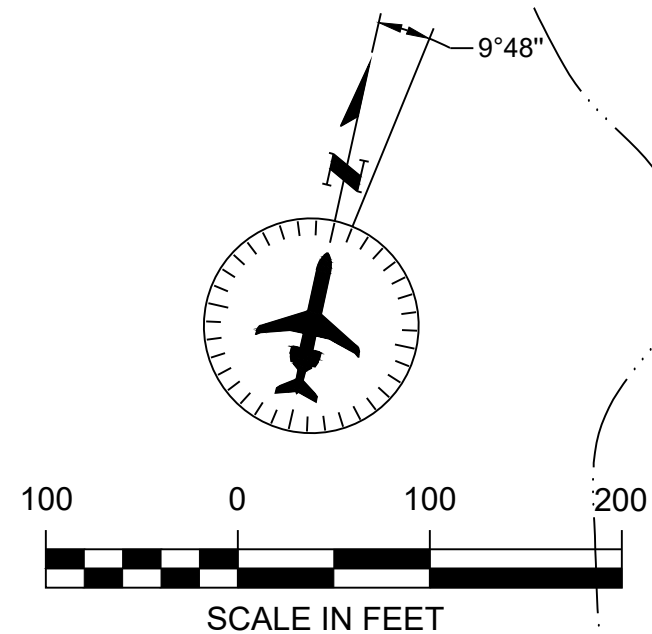
S:\Utah\Moab\Project Files\Active Projects\226796 Moab Airport Layout Plan Update\CAD.dwg 6/29/2023 1:03:18 PM RARAIZA

AIRPORT FACILITIES LIST					
NO.	FACILITY DESCRIPTION	TOP ELEV. (MSL-EST.)	NO.	FACILITY DESCRIPTION	TOP ELEV. (MSL-EST.)
1	ELECTRICAL VAULT	-	86	*PARKING GARAGE	4571'
2	RCO BUILDING	-	88	*PARKING GARAGE	4571'
3	FUEL TANK	4578'	90	*PARKING GARAGE	4571'
4	BEACON	4619'	94	* TERMINAL / FBO	4583'
5	PUMP HOUSE	4583'	96	* BOX HANGAR	4594'
6	ELECTRICAL SUBSTATION	4568'	98	* WASH BAY	4580'
7	LIGHTED WIND CONE WITH SEGMENTED CIRCLE	4578'	100	* BOX HANGAR	4591'
8	VOR / DME	4561'	102	* BOX HANGAR	4596'
9	ASOS	4591'	104	* BOX HANGAR	4596'
10	SUPPLEMENTAL WIND CONE	4554'	106	* BOX HANGAR	4585'
11	REIL's	-	108	BOX HANGAR	4587'
12	PAPI's	-	109	FUEL FARM / FUEL PUMP	-
13	AIRCRAFT PARKING	-	110	* BOX HANGAR	4594'
14	VEHICLE PARKING	-	112	* BOX HANGAR	4589'
15	WASH BAY	-	113	BOX HANGAR	4595'
16	WATER TANK SYSTEM	4586'	114	* BOX HANGAR	4589'
17	PARKING GARAGE	4588'	116	* BOX HANGAR	4582'
18	T-HANGAR	4578'	118	BOX HANGAR	4595'
19	BOX HANGAR	4579'	120	*BOX HANGAR	4585'
20	BOX HANGAR	4594'	122	* BOX HANGAR	4580'
21	HELICOPTER PARKING	-	126	* BOX HANGAR	4592'
22	VTOL PARKING	-	128	* BOX HANGAR	4579'
23	SOLAR FARM	-	130	* BOX HANGAR	4588'
24	CORPORATE/FBO/DEVL.	-	132	* BOX HANGAR	4591'
84	* PINNACLE HELICOPTERS HANGAR	4585'	136	* T-HANGAR	4581'

EXISTING FUTURE

* ELEVATIONS ARE FROM SURVEY (ALL OTHERS ARE ESTIMATED)

LEGEND			DESCRIPTION
EXISTING	FUTURE		
ASPHALT	CONCRETE	ASPHALT	CONCRETE
			AIRFIELD DEVELOPMENT
			GRAVEL
			STRUCTURE/FACILITIES (BUILDING)
			AIRPORT PROPERTY LINE (APL)
			RUNWAY SAFETY AREA (RSA)
			OBSTACLE FREE ZONE (OFZ)
			RUNWAY OBJECT FREE AREA (ROFA)
			RUNWAY PROTECTION ZONE (RPZ)
			BUILDING RESTRICTION LINE (BRL)
			TAXIWAY SAFETY AREA (TSA)
			TAXIWAY OBJECT FREE AREA (TOFA)
			AIRPORT REFERENCE POINT (ARP)
			PACS/SACS MONUMENT
			TO BE REMOVED
			THRESHOLD LIGHTS
			REIL
			PAPI
			AIRPORT BEACON
			LIGHTED WIND CONE & SEGMENTED CIRCLE
			ASOS
			SUPPLEMENTAL WIND CONE
			SECTION CORNER
			CONTOURS
			ROADS
			MARKINGS
			FENCING
			HELICOPTER / VTOL PARKING



No.	Ac No.	Date	Revision / Description	File	Drwn.	Chkd.	Apprvd.
0	226796	09/2023	ORIGINAL ISSUE	6796503	RA	JPH	JZP

**GRAND COUNTY AIRPORT BOARD
REGULAR MEETING
MINUTES**

**December 2, 2024 @ 4:00 p.m.
Grand County Commission Chambers, 125 E. Center Street
Moab, UT 84532**

A. Call to Order

1. The meeting was called to order at 4:03 p.m.
2. Members present: Jody Patterson, Bill Hawley, Bill Winfield (County Rep.), Alex Borichevsky (Travel Council Rep.), Randy Martin, and Jason Taylor (Moab City Rep.). Laurel Catto participated on Zoom. Airport Director Tammy Howland was also present.
3. Members not present: Rachel Paxman.
4. Others present: Director's Assistant Tara Collins, Judd Hill of Lochner (formerly Armstrong), Rea Erwin (ARFF).

B. General Business

1. Approve minutes of November 4, 2024 (Regular meeting)
Tara asked about the highlighted question on page 3. Tammy said the phrase should be "NFPA". **Motion** by Randy to approve the minutes with the one correction, seconded by Alex, approved 5-0.

C. Citizens to be Heard - None.

D. Discussion Items:

1. Building codes regarding hangar spacing - Grand County Building Inspector Bill Hulse and Moab Valley Fire Inspector Brandon McGuffee.

Tammy said typically in the past, the spacing between our hangars has been 10 or 20 feet, depending on whether there is a propane tank there or not. That was based on them being designated as a commercial building. But there are actually some different codes and standards that apply to hangars housing aircraft. So we need to decide what spacing we want moving forward. Tammy handed out a few pages copied from the NFPA (National Fire Protection Association). Hulse said the NFPA deals with hangars from a fire standpoint. In the past, his predecessor treated hangars as an S-1 (Storage-1) building. But now, a footnote in the chart refers to another section that deals with aircraft-related occupancies. Hulse said generally, once you get 10 feet from the building, you're considered safe, and don't need any special constructions. If you go less than 10 feet, you would have to use rated construction and limit your openings. But, he said, section 5.5 says that for S-1 occupancies, anything less than 30 feet is required to have a 2-hour fire-rated wall. Which is different from any other occupancy or any other building classification.

But a metal building is difficult to fire-rate. Typically you would see a concrete or CMU wall, with a metal building frame coming off of that. So, you would need 60

feet between buildings, each building having 30 feet from its wall to the imaginary line (in the case of no property line). And for S-2 aircraft hangars, there's no middle ground, like a 1-hour fire-rated wall, for less than 30 feet but more than 10 feet. Anything less than 30 feet requires a 2-hour fire-rated wall. Tammy said currently the lease line is the outline of the building, so based on whatever that fire-rated wall is, and the one going in next to it, will determine what spacing is needed. Hulse said fire sprinklers gets you area [square footage], but it does not get you less fire-separation spacing between buildings. Hulse said the existing hangars that don't meet code are considered "legal non-conforming".

Tammy said we need to address this in our Minimum Standards. Because having 60 feet between hangars is not good for the Airport. We need to decide what we will require of hangars moving forward. Bill W. asked about sheetrock on the building walls. Hulse said that was possible, you'd have to add **perlins? perllets?**, and do 2 layers inside and 2 layers outside of sheetrock. Hulse said the front of the hangar is not affected. Bill W. said: so you'd have to fire-wall 3 sides of the building. Bill W. said that this might cause people to choose a building site further away from existing hangars, so they don't have to incur the expense of all those fire-walls now, and then the effect will be that the extra cost of fire-walls will be pushed onto the next builder. Jody suggested that if we put in the Minimum Standards that builders must put in those fire walls, regardless of location, that would prevent that issue from happening. Tammy wants to avoid letting people build further away from existing hangars (except the one she's made an exception for), because then it starts limiting what can go in between.

Bill W. thought the board should decide on what the minimum spacing between hangars should be, and then stick with it, and then fire-walls will become mandatory. Bill H. suggested that we say 20 feet, maybe, between hangars, and then say that builders also have to conform to NFPA standards. That way, as the NFPA changes, we're always covered. Tammy and Randy agreed. Jody said 60 feet is too much wasted space. Judd said other airports are typically doing 5-25 feet between hangars. At St. George, big corporate hangars are 25 feet apart, smaller GA hangars are usually 10 feet. Bill W. wondered how they get around the code. Tammy said that codes are very jurisdictional. Judd said he did not know of any airport that has 60 foot spacing.

Hulse had an idea: if we required every new hangar to build a fire-wall only on the south wall, then the next hangar could be 30 feet away, and they would need a fire-wall only on their south wall, and so on.

Judd and Bill W. thought that if we're going to require a fire-wall for less than 60-foot spacing anyway, we might want to go even closer than 20 feet, and maximize our use of airport land. But Bill H. thought that 20 feet allows some working space between them, and that anything less than 20 feet gets to be hard for lifts and tractors, etc. Judd said the current hangars are 20 feet spacing, on the sides and back.

Jody said that at least in the area of T-hangars, we might want to put them closer together. Tammy mentioned that T-hangars were supposed to be the affordable option for some people, so, she wondered if putting the fire-wall requirement on them, is it even still affordable?

E. Action Items: Discussion and Consideration (some for Recommendation to County Commission with approvals subject to limitation):

1. Choose area for T-Hangars (a subject stemming from prior language revisions for minimum lease parcel size & hangar size in Minimum Standards).

Tammy said there was a request for some drawings for this. She explained that to maximize space, the T-hangar doors would rotate in which direction they faced. So to designate an area, they would need to have taxilanes on both sides of that row of hangars. Judd went to the digital display of the ALP, and pointed out the area designated for nested T-hangars. Judd said that while hangar 136 has 7 T-hangars, you could potentially have 30 in there. Jody liked the area that Judd pointed out. Bill H. said T-hangars are a better use of space, and Tammy agreed.

Tammy proposed a new way to measure the lease parcel size, to calculate for the minimum lease parcel size requirement. Judd said, as it is now, the lease size is the footprint of the building, which is not consistent with a T-hangar because it's the shape of a 'T'. So, he said, what Tammy came up with is that, instead of the footprint of the hangar, the parcel size should be the longest width dimension by the longest depth dimension; that that equals the square footage. Judd questioned, for example with Ben Byrd's hangar with the wings, whether we should include the measurement of the open doors. Because building a hangar next to that, you would need to consider and incorporate the width of those open doors. Tammy agreed, saying that the open doors make that area unusable. Bill H. thought Tammy's proposed measuring was a good idea, but also wondered if they should just go back to the original 2,000 sq.ft. minimum.

Jody asked what was the smallest possible T-hangar. Judd said they are designed for those small aircraft. Tammy thought the most recent small T-hangar proposed was 60' by 40', and with the length of the open doors, and 40 feet deep, that's 2,400 square feet. Judd said if you put a stand-alone T-hangar in a row of nested T-hangars, you have now forced the next hangar builder to build the exact same size hangar. He explained that a smaller, stand-alone T-hangar is treated like a box hangar. Bill H. suggested we leave the 2,000 sq.ft. minimum as it is, and then we just have to designate an area for stand-alone T-hangars. There was discussion about the consistency of the fronts of box hangars being more important than the depths. They looked at the south-most 18 parcel to designate for stand-alone T-hangars.

Motion by Bill H. to designate the south-most 18 parcel as the area for stand-alone T-hangars, and work our way south, seconded by Randy, approved 5-0.

A different motion by Bill H. to take Tammy's suggestion and use the maximum width and maximum depth to measure square footage (not including the open doors), and keep the 2,000 square foot minimum hangar size requirement. Seconded by Jason, approved 5-0.

2. Review proposals to RFQs for Planner-of-Record and for Engineer-of-Record, and recommend an applicant to the County Commission.

Tammy said we received 2 proposals for Engineering, one from Lochner, one from VBFA. She reviewed VBFA's qualifications, and thought most of their experience was with buildings. In response to a question about cost, she said for this process, there is 0 cost. They get paid when we do projects. They will give us their cost estimate, and then those go out for an independent fee estimate, and the fee estimator will determine whether their proposed cost is within 10% of the FAA fee allowed. So, the FAA accounts for their planning & engineering services in our AIP grant money. Judd said yes, their payment is constrained by what the FAA will allow, so this process of choosing a consultant company is qualification-based, not cost-based.

Tammy had reached out to some other firms for these RFQs, firms that had approached her with interest in the past, and Bill W. had also been approached, and she did not receive any other SOQs, which surprised her. Tammy said we'd been with Lochner for 38 years, and have had a good experience with them. Jody suggested going through and evaluating the 2 firms. Jason thought this criteria hard to judge, Bill W. agreed that to go through and score them would be hard. Jody said he didn't see a lot of civil engineering with VBFA. Tammy said that VBFA had listed that they'd done some projects in Moab.

Motion by Jason to recommend contracting with Lochner for Airport Planning services, seconded by Randy, approved 6-0.

Motion by Jason to recommend contracting with Lochner for Airport Engineering services, seconded by Randy, approved 6-0.

3. Land Gate - is there interest to contract with them for solar?

Bill H. suggested that it go through attorney review, and Commission review, before we propose contracting with them. Tammy said this firm is like a real estate agency, and at no cost to us, they put our available property out there, and then any investors who are interested can contact us. Bill W. agreed it should wait a bit because there will be a new Commission next year, and also it needs some review and research. He thought that the correct avenue would be to give it to the new Commission Administrator, and then it can go before the Commission as a discussion item.

Motion by Bill H. to refer it to the County Commission and the County Attorney for their review, seconded by Randy, approved 6-0.

F. Discussion Items:

1. 2025 Proposed Airport Budget (& 2024 Budget details)

Tammy said this year County revenues have been down. She showed on her spreadsheet what she had requested for 2025 budget, after she and the Budget Advisory Board had gone through and made some cuts. She showed what has been spent so far in 2024.

She said that because of all the CARES and CRSA and ARPA grants, that for the last four years, the majority of our revenues for the Airport have been unspent. So the Airport is sitting on \$1.3 million in revenue that can only be spent on the Airport. For the first time, the Airport budget is in the black. So if you want to say that that money has to go toward projects, then you have to put that in writing, or the FAA is going to say: why do you have excess revenue in your account? The grant money has been paying for our operating budget expenses, so our actual Airport revenue is unspent. That \$1.3 million would cover all of our matching costs, the operating budget, including payroll, and our capital building projects that were requested.

That \$1.3M doesn't include our 2024 revenues, which are about \$402,000, and which will roll over to cover 2025 expenses. Tammy told Bill W. that that helps other departments as well, with the General Fund. Bill W. took a hard copy, so he could mention it in his Commissioner report.

Tammy said we need security cameras, and there are some grants that cover that, but the terminal foundation and roof are higher priorities, as well as the water pump. There are huge gaps under the terminal walls. Alex asked if the terminal was sitting on expansive soils, and Tammy said emphatically: oh yes. Judd said the entrance road is on the FAA Capital Improvement list for 2026.

2. Project Reports

- a. Taxiway A1 Relocation - Construction to start in the spring.
- b. Drive through gate replacement (FEMA Grant) - waiting on the gate.
Tammy will be sending emails to all the tenants so they can coordinate access while the gate is being installed.

G. Reports:

1. Airport Monthly Data Report & Virtower Data - November 2024
2. Any questions on Director's Report for November 2024
3. County Commission - Bill W. was gone by then.
4. City of Moab - Jason said that Mill Creek Drive is paved. They will have a big retreat in January. There was discussion about Uranium Drive.
5. Travel Council - Alex said they submitted their budget to the Commission. They are trying to get some money for EMS, for an ambulance, and for the Rec. Center.
6. Solar Committee
7. Other reports for Airport Board

H. Future Considerations

Bill H. said he wanted digital advertising for the terminal put on the January AB agenda. Jody said yes, we're letting Lions Back do its thing while we come up with our standards for what's going to be required. So we need a discussion.

Randy asked about the \$25,000 advertising money offered by Contour. Tammy said she met with Contour, and they will pay a third party. I.e. they don't necessarily have to do the reimbursement method. She met with Mick and Allison, and they've put together a project with Travel Zoo, that will reach about 1.5 million people. And we have until February to spend the 2024 money.

There was discussion about the EAS contract. Tammy said it will expire in September, 2026. She said the Board will want to discuss EAS and AEAS, and a 121 versus a 135 carrier. Tara will put it on the May, 20206 agenda.

I. Closed Session, if necessary

J. Adjourn - 5:55 p.m.

**GRAND COUNTY AIRPORT BOARD
SPECIAL MEETING
MINUTES**

**December 9, 2024 @ 4:00 p.m.
Fire Department meeting room, 45 S. 100 East
Moab, UT 84532**

A. Call to Order

1. The meeting was called to order at 4:12 p.m.
2. Members present: Jody Patterson, Rachel Paxman, Bill Winfield (County Rep.), and Randy Martin. Laurel Catto, Alex Borichevsky (Travel Council Rep.), and Bill Hawley participated on Zoom. Airport Director Tammy Howland participated on Zoom.
3. Members not present: Jason Taylor (Moab City Rep.).
4. Others present: Director's Assistant Tara Collins. ARFF Rea Erwin was present on Zoom.

B. Citizens to be Heard - None

C. Special Action Item:

1. Recommendation for Allocation of Airport Revenues:
Recommend utilizing the available airport revenues to cover the 2025 airport operations, maintenance, and payroll budget. Additionally, these funds should be allocated to meet the matching costs required for the planned AIP-funded airfield projects.

Tammy said the Board needs to vote on whether to approve using the revenues that the Airport has available, that can only be used for the Airport. They can only be used for operations and maintenance, or Airport projects. She shared onscreen her budget spreadsheet. She said basically any additional 2025 costs were brought back down to the 2024 levels to help alleviate some of the budget constraints that Grand County is facing this year.

The total amount of FAA AIP grants is \$13,951,485.00. Tammy listed our narrowed-down capital improvements as: a water pump, replacing the roof on the old section of the terminal, and some foundation repairs on the new section of the terminal. Those total \$168,000.

She said right now we have \$1,340,033 revenue available (2020-2023), and year-to-date revenue for 2024 = \$402,000. She said the reason we have this much revenue in our fund is because since 2020 we have received CARES, CRSA, and ARPA grant money, and the Commission opted to use those funds for operations and maintenance and payroll. So our Airport-generated revenues are still in our account.

Tammy is proposing that we use the \$1,340,033 for budgeted Airport operations, and the County is requesting that the Airport Board approve using Airport revenues to cover the 2025 budget. Bill W. asked what the proposed 2025 budget amounts to. Tammy said that operations, with payroll, it comes to \$981,624.

She showed the FAA match funds for 2024 and 2025. She went over the pared-down capital improvement projects that need to be done. She went over the AEAS grant reimbursement process, and showed the \$ amount.

Tammy explained that we actually saved money by holding off on the ramp project until 2025, because starting in 2025, we go from a 10% match \$ amount down to a 5% match \$ amount, for the next 2 years. With the current taxiway project, there was an overage on the cost that will be covered by federal funds, at \$119,542.

There was discussion about the 10-year CIP list.

Motion by Rachel to give permission for the Airport to use these revenues for operations and maintenance in 2025, per FAA regulations, seconded by Randy.

Discussion: Randy clarified that we are approving budget expenses of \$981,624, and then matching funds of \$605,847 and \$343,302, and then \$168,000 for improvements. Randy asked if these last 3 amounts are not included in the \$981K, and Tammy said: correct. Those last 3 are capital projects. So Randy clarified that we are asking to spend all 4 amounts. Tammy said what the Commission is looking for is the Board's approval of using Airport revenues.

Motion approved 5-0.

D. Closed Session, if necessary

E. Adjourn - 4:47 p.m.

4.3. Development Standards:

- 4.3.1. Development standards are implemented for use in the design of hangars and other structures built at the Airport. They do not replace local building and fire codes that are implemented by federal, state, and local agencies.
 - 4.3.2. All buildings, vehicle roads and parking areas at the Airport, regardless of their intended use, are considered commercial developments as far as design and building standards. All building locations ~~must comply with the Airport Layout Plan must be approved by the Airport Director. Items that are shown on the Airport Layout Plan (ALP) are not required to be built (unless required by the FAA or the Airport), they are merely conceptual possibilities approved by the FAA.~~
 - 4.3.3. All engineering standards for utilities are strictly enforced on any airport development. It is the responsibility of the User to meet all codes and standards required. Development standards apply to both proposed hangar development and existing hangar modifications.
 - 4.3.3.4.3.4. The fire ratings of structures used for the storage of aircraft and aircraft maintenance, shall comply with the International Building Code, Section 412 and any Federal, State or Municipal Fire Codes and are subject to the approval of the Grand County Building Department and the Moab Valley Fire Protection District.
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4.5.1. The physical dimensions of the ground lease boundaries shall align with the outer walls of the hangar or other structure constructed or to be constructed on the leased land. The physical dimensions or measurements of the ground lease outer boundary lines shall match the outer walls of the hangar or other building which is built or will be built on the leased land. In other words, the lease lines are the building's footprint.

4.5.2. Minimum separation beyond the outermost perimeter of the structure shall be in accordance with the ALP (20 feet). This provision may be waived, in whole or in part, by the Airport Board to facilitate operations or access. Requests for a waiver must be in writing, shall state in detail the mitigating measures with respect to potential adverse impacts to the ALP that may arise from granting the request.

Each hangar or other building to be built must be at least ten feet away from other hangars and other buildings (per Building Code). This standard may be increased if an outside propane tank is proposed beside the structure.

4.6. Height Restrictions:

- 4.6.1. The overall height of the structure shall be commensurate with other

4.6 Height Restrictions:

- 4.6.1 The overall height of the structure shall be commensurate with other proximate structures, depending on use and aircraft size. Under no circumstances will any structure be permitted to exceed a height that would make it an obstruction under FAR Part 77, as depicted on the FAA-approved Airport Airspace Drawing. All applications for development must include a completed and approved FAA Form 7460-1, Notice of Proposed Construction or Alteration.

4.7 Hangar Size:

- 4.7.1 Hangars shall be sized and shaped to adequately and safely store the proposed aircraft(s). The proposed hangar size, shape, and use must be consistent with the ALP/AMP for the proposed lot or parcel location unless unusual circumstances allow for exception.
- 4.7.2 ~~Hangars constructed at the Airport shall be a minimum of 2000 square feet.~~ Hangars built at the Airport must have a minimum size of 2,000 square feet. The square footage will be calculated by multiplying the maximum width by the maximum depth, excluding the area of the open hangar doors. This measurement determines the land lease rate.
- 4.7.3 ~~The minimum hangar size established in these standards may be reduced or modified where the proposed site does not have adequate width or depth or to accommodate a utility easement or is a multiple aircraft hangar (such as a T Hangar type).~~
- 4.7.4 All hangar projects must be reviewed and approved by the County which may include engineering and planning consultants.

4.8 Architecture:

- 4.8.1 Structures erected at the Airport shall meet all applicable building codes, including fire, electrical, and plumbing, etc. The proposed structure will be reviewed by the Director and/or Airport engineering and planning consultants to determine compatibility with the ALP/AMP.
- 4.8.2 Construction Materials: Pre-fabricated, pre-engineered or erected structures shall have a façade of masonry, concrete, powder coated metal or a combination of these materials. Other materials may be used if approved by the Airport Board, the Fire Marshal, and the Building Inspector.
- 4.8.3 Structural Requirements: All structures shall be engineered to meet the current Grand County commercial building code.

Canyonlands Regional Airport Airport Advertising Policy

This policy provides advertising and signage criteria for the Canyonlands Regional Airport (“Airport”). This policy does not apply to activities of the Airport and its Airport Director, or designee, to inform the public, promote Airport facilities, services, or otherwise market the Airport and Airport Business Park.

Advertising is as an essential part of airport concessions, information, and identity programs; however, any advertisement must also be aesthetically consistent with the Airport’s design and architectural standards and not interfere with operational efficiencies and safety. A balance between Airport advertising and other informational systems must be maintained to preserve visual continuity, avoid clutter, and message overload. Advertising, for the purpose of this policy, is defined as the display of paid announcements in any form to promote businesses other than the Airport or the business of Airport tenants on their respective leaseholds.

All signs and other types of advertising on Airport property must be consistent with these guidelines and approved by the Airport Director in writing before installation. Existing signs that do not meet the guidelines in this policy will be removed; however, a sign that has been previously approved by the Airport shall be allowed to remain as is until changed, replaced, or relocated at which time the sign must be modified to conform to this policy.

Airport Management will periodically review the Terminal area and tenant leaseholds for compliance with this policy.

1. General Rules

Signs and other advertisements on Airport property must meet the following general rules:

- 1.1 Advertisements in the terminal public areas are the responsibility of the Airport. Advertisements in leased areas are the responsibility of the tenant but those advertisements must comply with this policy.
- 1.2 No advertisements may be placed on exterior doors or windows except those approved by the Airport Manager.
- 1.3 No advertisements may be placed on the roof of any building or on any structure atop a building.
- 1.4 All advertisements must meet and comply with any applicable safety standards.
- 1.5 Advertisements shall not contain obscene, pornographic or violent material; market tobacco products, hard liquors, or illegal/prohibited substances; contain commentary, advocacy, or promotion of or on social, political, religious, or rhetorical issues; advocate for or against political candidates, political campaigns, ballot measures, or political parties or organizations; or advocate a position (directly or indirectly) on any public policy or social issue.

- 1.6 Advertisements shall not advertise services in direct competition with the Airport's business objectives and services.
- 1.7 Advertisements shall not be false, misleading, or deceptive.
- 1.8 Advertisements shall not contain objectionable or controversial material such that the advertisement would be contrary to community standards or would detract from the mission of the Airport to provide a comfortable, pleasant passenger experience.
- 1.9 Except as noted above, no advertising of any nature is allowed along roadways, walkways, landscaped areas, or other grounds of the Airport without permission from the Airport Manager.
- 1.10 Advertisements may not contain flashing messages or be illuminated by strobe or laser lighting.
- 1.11 Advertising on the exterior of the terminal building or any permanent structure on the Airport property is prohibited.
- 1.12 The Airport will not provide email/telephone support (e.g., answer questions about products, services, companies, etc.), email/telephone endorsements (e.g., provide a positive review of a product or service or recommend any product or service) or take orders for products or services advertised at the Airport.
- 1.13 All advertisements must be approved by the Airport Board in writing prior to display.

2. Community Promotion Organizations

In the event the Airport does not have an advertising agreement in place for the use of a desired advertising space, then the Airport may make the space available to community promotion organizations if the content otherwise meets the requirements of this policy. A community promotion organization means an organization which markets business or tourism in the Moab area and would benefit from the exposure provided on Airport premises, including, but not limited to, local chambers of commerce, economic development councils, convention and visitor organizations, local public museums, local non-profit services, and the Airport.

3. Terminal Building

Within the Airport's terminal building, all advertising in public and common use spaces shall be allowed entirely at the discretion of and subject to the judgment of the Airport Director, in accordance with the general rules set forth above. Advertising in spaces exclusively or preferentially leased by tenants shall be restricted to only goods and services offered by the tenant.

All advertisements proposed in the terminal building, no matter where or how placed, are subject to the written consent and approval of the Airport Director prior to installation.

The Airport Director shall have the right to remove and dispose of any sign, brochure, flyer, advertisement, circular, picture, sketch, drawing or other commercial message that violates any of these policies. The Airport Director shall have the right to post or cause to be posted signs, brochures, flyers, advertisements, circulars, pictures, sketches, drawings, or other commercial messages that promote the use of Airport-provided services.

4. Other Airport Buildings and Structures

Advertising is not permitted on the exterior of or on the grounds of any other building or structure on Airport property. This policy does not apply to activities of tenant/leaseholders to identify, inform the public, or promote its services or business, or otherwise market their business in accordance with the terms and conditions of their specific lease. Any promotion or identification of a business or tenant of the Airport must comply with any applicable signage ordinance that is in effect or enacted by Grand County.

5. Digital Advertising

Digital advertising is available on displays provided in the airport terminal. See Attachment A for locations. Both static images and video ads (no audio) are permitted in the following formats: JPG, JPEG, PNG, GIF, MP4

5.1 Agreement is month-to-month with auto renewal until the lessee notifies airport management in writing of termination of services.

5.2 Ads may be changed no more than every 3 months.

5.3 Short-term special event ads are available for up to 14 days at a rate of \$60.00

6. Temporary Advertising Signs

Temporary signs that may be considered advertising in nature may be used by the Airport tenant and/or contractors during construction periods to identify projects, work sites, contractors and work in process.

7. Terms

Advertising agreements are month-to-month with auto renewal until the lessee notifies Airport management in writing of termination. Short-term special event ads are available for up to 14 days. Fees are established annually by the Grand County Commission and are found in the Grand County Fee Schedule.

8. Indemnity

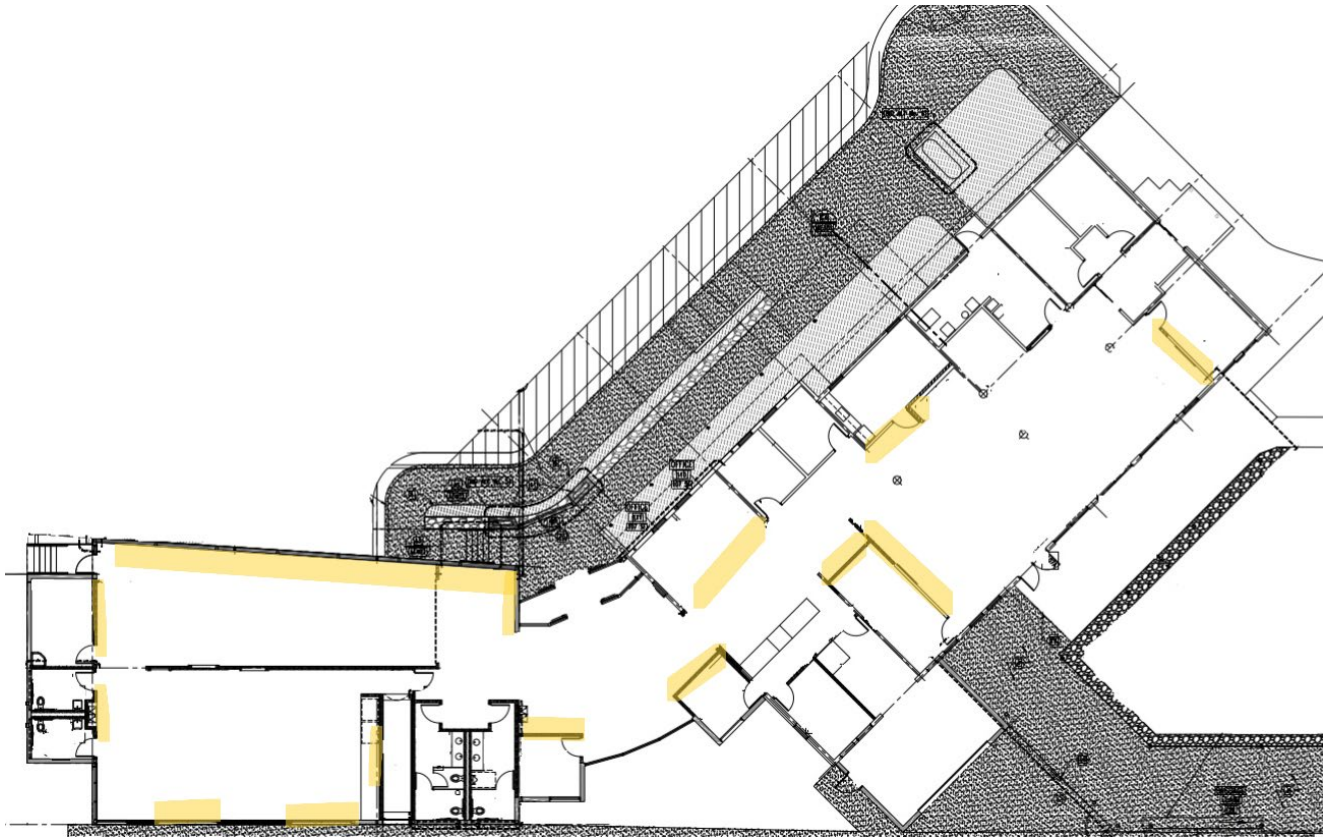
Advertisers and their agencies will indemnify and hold harmless Canyonlands Regional Airport and Grand County, its officers and agents, against all expenses and losses resulting from the publication of the contents of the advertisement, including claims for libel, violation of privacy, copyright infringement, or plagiarism.

Neither the Airport's name, logo, and designations, nor testimonials by current Airport employees, may be used in advertisements to endorse non-Airport products or services, unless

the Airport has specifically contracted with a particular advertiser to promote or endorse a product or service apart from the purposes of the advertising program.

DRAFT

Attachment A
Airport Terminal
Layout



Attachment B

Canyonlands Regional Airport Advertising Agreement

Lessor: Grand County, Utah

Lessee: _____

Mailing Address: _____

Phone: _____ **Email:** _____

Monthly Rent: _____ **Payable in advance on the first day of each month.**

Agreement Term Begins: _____ **Term: Month-to-month**

LESSEE COVENANTS AND AGREES AS FOLLOWS:

1. Lessee agrees to pay the monthly rent in advance to the Lessor, payments being due on the 1st day of each month. Payments may be made to Grand County Clerk's office, 125 E. Center St., Moab, UT. 84532.
2. Lessee agrees to produce, at its own cost, and periodically change the display with the approval of the Lessor in order to maintain a clean and current display and, further, agrees that no obscene or objectionable literature or display materials shall be contained therein in accordance with this Airport Advertising Policy.
3. Lessee further agrees to hold Lessor harmless against loss due to theft or vandalism associated with said display.
4. If the Lessee fails to make the payment before the set date, then the Lessor shall have the right to remove said display and lease the said display area to another Lessee.

IN WITNESS WHEREOF, the hands of the Parties:

LESEE: _____
By: Print Name

SIGNED: _____
DATE

LESSOR: Grand County

SIGNED: _____
Jacques Hadler, Grand County Commission Chair DATE

ATTEST: _____
Gabriel Woytek, County Clerk DATE

BYLAWS
of the
GRAND COUNTY AIRPORT BOARD
(effective December 23, 2023)

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8. SECRETARY
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11. MEETINGS OF THE BOARD
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1. PURPOSE OF THE BOARD

- a. The Grand County Airport Board was established via Grand County Ordinance No. 467 on March 18, 2008.
- b. The purpose of the Grand County Airport Board (“the Board”) shall be to advise the Grand County Commission in matters related to the business and affairs of the Grand County Canyonlands Regional Airport (henceforth called the “Airport”). The members shall in all cases act as a Board, adopt such rules and regulations for the conduct of their meetings and the management of the Board, as they may deem proper, not inconsistent with these Bylaws, County Ordinances, and the laws of this state.

2. DUTIES OF THE BOARD

- a. The Board shall:
 - i. Recommend that the County Commission enter into contracts, agreements and other instruments required for the efficient operation of the Airport, its facilities and services.
 - ii. Advise that the County Commission purchase, trade, exchange, acquire, buy, sell, obtain option on, acquire by gift, grant, bequest, or devise, or otherwise dispose of and encumber real and personal property or any interest therein, including leases and easements.
 - iii. Provide recommendations to the County Commission concerning the movement of passengers or property to, from, or within the Airport, as it relates to security and practicality, in relation to the current Airport layout and development;
 - iv. Recommend to the County Commission regulations to prohibit any Airport hazard, obstruction, or environmental concerns;
 - v. Recommend charges, fees, and rates, and submit such recommendations to the County Commission for approval;
 - vi. Advise the County Commission concerning leases for development, use, or operation of certain lots, spaces, or areas of the Airport;

- vii. Recommend for approval by the County Commission rules governing the use of the Airport, its facilities and the use of other property and means of transportation at the Airport;
- viii. Recommend the County Commission enter into contracts or otherwise cooperate with the Federal Government, the state, or other public or private agencies;
- ix. Promote aeronautics and the furtherance of commerce and navigation by air;
- x. Recommend authorization of travel and other expenses of the Board members, agents, counsel, and employees when engaged in Board business;
- xi. Recommend the County Commission accept financial assistance from public or private sources, or that the County apply for and accept advances, loans, grants, contributions and any other forms of financial assistance from the Federal Government, state, or county or any other source public or private;
- xii. Fix the time and place at which its meetings shall be held; such place shall be a public place located within the county;
- xiii. Recommend to the County Commission the advice of specific technical experts, and other agents, as may be necessary for specific actions or projects associated with the Airport and its attendant facilities;
- xiv. Arrange with County staff for the providing of any services or supplies required by the Board;
- xv. Serve as a hearing group on violations associated with the implementation of any standards adopted by the County for operations at the Airport.
- xvi. Review annual operating budget of the Airport as determined by County staff.
- xvii. Serve as the 'Airport Board of Adjustment' as defined in Section 4.3.3 of Airport Limitation District section of the Grand County Land Use Code.

3. MEMBERSHIP

- a. The Board shall consist of seven (7) voting members and one (1) non-voting member:
 - i. One (1) voting member nominated by the City of Moab; and
 - ii. One (1) voting member nominated by the Moab Area Travel Council Advisory Board; and
 - iii. One (1) non-voting member appointed by the County Commission; and
 - iv. Five (5) voting members selected at large.
- b. All appointments to the Board shall be made by the Grand County Commission; the Commission will consider the recommendations of the Airport Board at the time of the appointment.

4. TENURE

- a. The appointment of members shall be for a term of four (4) years.
 - i. Any fraction of a calendar year in the initial appointment shall be considered a full year.
- b. Board Officers (Chair and Vice Chair) shall serve two (2) year terms, which expire on the first meeting in January on the year their term ends.
- c. A member whose term has expired may continue to hold office until a successor is appointed and qualified.
- d. A vacancy occurring in the board shall be filled for the unexpired term in the same manner as was the original appointment.

5. QUALIFICATIONS OF MEMBERS

- a. A person eligible to be appointed as a Board member shall meet the following requirements:
 - i. be not less than 21 years of age;
 - ii. be a resident of Grand County and the State of Utah; and
 - iii. be a registered voter in Grand County.
- b. Each Board member shall comply with the Grand County documentation requirements for disclosure of conflicts of interest.

6. SELECTION OF CHAIR

- a. Upon expiration of a prior term, at its first regular meeting in February, the Board shall select one of the voting members to serve as Chair.
 - i. The Chair shall be the principal Officer of the Board and shall preside over all business and affairs of the Board.
 - ii. The Chair shall, when present, preside at all meetings of the Board in accordance with Roberts Rules of Order.

7. SELECTION OF VICE-CHAIR

- a. Upon expiration of a prior term, at its first regular meeting in February, the Board shall select one of the voting members to serve as Vice-Chair.
 - i. In the absence of the Chair, or in the event of their removal, death, inability or refusal to act, the Vice-Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair position.

8. SECRETARY

- a. A Grand County employee, working in the Department of the Airport, will act as a Secretary of Airport Board meetings. This employee will be either the Airport Director or their designee.

9. QUORUM OF THE BOARD

- a. Four (4) members of the Board constitute a quorum for the transactions of business.
- b. The Board may act officially by an affirmative vote of a majority of the members, once a quorum is established.
- c. For purposes of a closed session, the Board must vote in a supermajority (two-thirds of Board members present) to go into a closed session. For the purposes of these Bylaws, a supermajority consists of five (5) members.

10. RECORD OF MEETINGS

- a. The Board shall cause written minutes of its proceedings to be kept available for public inspection.
- b. Minutes will be kept on record in the office of the Airport Director, and made available electronically on the Grand County website.
- c. The Board shall record in the record the yea and nay votes cast by the Board with regard to any action taken by it.

11. MEETINGS OF BOARD

- a. The Board shall convene for regular meetings to be held not less than monthly throughout the year.
 - b. The order of business shall be:
 - i. Reading of minutes of the preceding meeting with editing and approval.
 - ii. Reports of the Airport Director.
 - iii. Citizens to be heard.
 - iv. Discussion and consideration items for possible action by the board.
 - v. Discussion items to be addressed by the board that do not require action.
 - vi. Elections, if required.
 - vii. Future Considerations.
- c. Emergency meetings may be ordered by the Chair or Vice-Chair.
 - i. All members must be notified immediately as well as an advertisement to the public through the most expeditious means, in order for the emergency meeting to be held as per Utah Code 52-4-202(5).
- d. Meetings shall be held at such public place, within the County, as may be designated by the Board or the Chair.
- e. The Board shall adopt a system of rules of procedure under which its meetings are to be held.
 - i. The Board may suspend the rules of procedure by two-thirds vote of the members who are present at the meeting. The Board shall not suspend the rules of procedure beyond the duration of the meeting at which

the suspension of the rules occurs.

- f. Subject to the approval of the County Commission, the Board is empowered to determine and establish such rules for the conduct of the Board as the members deem advisable, except that such rules shall not be in conflict with these Bylaws or other laws: federal, state, county, or city.

12. COMPENSATION

- a. No compensation shall be paid to members, as such, for their services.
 - i. Expenses incurred during the course of performing services for the Board or Board business may be compensated when approved by the Board from the Airport operating budget; as authorized by the Airport Director.

13. PRESUMPTION OF ASSENT

- a. A member of the Board who is present at a meeting of the members at which action on any board matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting. Such right of dissent shall not apply to a member who voted in favor of such action.

14. COMMITTEES

- a. The Board may designate from among its members ad hoc committees.
 - i. Committees of the Board shall report to the Board the proceedings of any committee meeting but formal recordings and minutes will not be kept of the committee discussions.
 - ii. If the committee consists of a number of members equal or greater than a quorum of the board, the committee meetings will be treated as a regular meeting subject to State requirements of open meetings.

15. AMENDMENTS

- a. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by majority vote of all members at any regular meeting or at any special meeting when the proposed amendment has been sent out in the notice of such meeting. Such amendments must be approved by the Grand County Commission.

16. REPORTS BY BOARD

- a. The Board shall file with the Grand County Commission any reports required or requested by the Commission members.

17. BUDGET OF BOARD

- a. The Board does not have a specified Budget. Recommendations for Board expenditures will be coordinated with County staff and included in the annual Airport operating budget.

18. ELECTRONIC ACCESSIBILITY FOR BOARD MEETINGS

- a. With prior arrangement with the Chair or Vice-Chair, Board members may establish meeting communication either by phone, teleconference or video conference.
- b. Any board member establishing their presence at a meeting via means of electronic communications may act within their full capacity of a Board member for the duration of the meeting.

19. RESIGNATION

- a. A member may resign at any time by giving written notice to the Board, the Chair or the Vice-Chair.
- b. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such Officer and the acceptance of the resignation shall not be necessary to make it effective.
- c. It shall be considered a resignation, and a Board member shall be automatically removed from the Board, if the member has four (4) unexcused absences of regularly scheduled meetings within a period of twelve (12) consecutive months.

20. REMOVAL OF MEMBERS

- a. The Board may recommend the removal of a member to the County Commission for inefficiency, neglect of duty, or misconduct in office.
- b. The Board member in question will be provided a review hearing.
 - i. The member shall be provided a copy of the reasons for removal at least ten (10) days prior to the hearing and shall have the opportunity to respond in person.



This cover sheet is to be used if
you are not using the Standard
Contract Agreement FI 84.

Contract # _____
Assigned by the Division of Finance

STATE OF UTAH CONTRACT COVER SHEET

This contract is entered into as a result of:

- ☐ The procurement process on bid # _____
- ☐ The procurement process on requisition # _____ FY _____
YYYY
- ☐ Pre-approved sole source (approval attached)
- ☒ Agency grant, land purchase, DAS-Purchasing delegation
- ☐ Contract with other state agency or political subdivision
- ☐ Under \$2,000 (total amount per fiscal year)
- ☐ Agency exemption from DAS-Purchasing approval
- ☐ Revenue agreement

1. Agency Name: 810 - Dept. of Transportation
Division: Aeronautical Operations

2. General Purpose of Contract:

Project Application & Grant Agreement for State Aid for Development of Public Airports for
FY2025 "Revitalization – Landscape" project at the Moab (CNY) Canyonlands Rgnl.

3. Contractor Name: Grand County Clerk

4. Contract Period: Effective Date: 12/6/2024
MM/DD/YYYY

Termination Date: 6/30/2025
MM/DD/YYYY

5. Authorized Amount: \$46,550.00

6. Vendor #: 66797-B

7. Commodity Code(s): 99999

Agency contact for questions during the contract approval process.

Craig Ide
Agency Contact

(801) 209-6772
Phone Number

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 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; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

- 14. SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
- 15. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 16. PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- 17. DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
- 18. ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
- 19. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
- 20. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
- 21. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
- 22. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will 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 may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
- 23. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
- 24. PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, 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 or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).
- 25. CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions.

UTAH DEPARTMENT OF TRANSPORTATION

AERONAUTICAL OPERATIONS DIVISION

**PROJECT APPLICATION AND GRANT AGREEMENT
FOR STATE AID FOR DEVELOPMENT OF PUBLIC AIRPORTS**

Part I - Project Information

GRAND COUNTY (hereinafter called the “Sponsor”) hereby makes application to the Utah Department of Transportation (hereinafter called the “State”) for a grant of state funds pursuant to Title 72, Chapter 10, Aeronautics Act, for the purpose of aiding in financing an improvement project (hereinafter called the “project”) for the development of the **Moab (CNY) Canyonlands Rgnl**, (hereinafter called the “Airport”) located in **GRAND**.

It is proposed that the Project consists of the following described airport improvements or development:

Revitalization – Landscape

as shown on the attached map accompanied by a detailed engineering cost estimate showing each item in the Project by description, quantity, unit cost, total cost, engineering and contingencies. [The map will show (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed non-aviation areas and of all existing and proposed improvements thereon including the access road; and (4) airport vicinity zoning.] It is understood that the State will approve in writing the project plans and specifications before start of construction.

The estimated total project is **\$46,550.00**. The requested State share is **\$46,550.00 (100.00%)**.

Other governmental agencies granting money to the project are **N/A**.

The Project engineer is intended to be
The FAA Project No. is **NA** (if applicable)

Part II - Representations

The Sponsor hereby represents and certifies as follows:

1. Legal Authority - The Sponsor has the legal power and authority to :
 - (1) do all things necessary in order to undertake and carry out the Project in conformity with applicable statutes;
 - (2) accept, receive, and disburse grants of funds from the State in aid of the Project;
 - (3) carry out all of the provisions of Parts III and IV of this document.
2. Funds - The Sponsor now has **\$0.00** available for use in defraying its share of the Project. The present status of these funds is as follows:

Part III – Sponsor’s Assurances

In consideration for grant monies made available to the airport, the Sponsor hereby covenants and agrees with the State, as follows:

1. The Sponsor will operate the Airport as such for the use and benefit of the public throughout the useful life of the facilities developed under this Project, but in any event for at least ten (10) years from the date hereof. In furtherance of this covenant, (but without limiting its general applicability and effect) the Sponsor specifically agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes; provided, that the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport; and provided further, that the Sponsor may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary - (a) For safe and efficient use of the Airport; (b) To keep operation activities within acceptable noise levels; To serve the civil aviation needs of the public.
2. The Sponsor covenants and agrees that, unless authorized by the State, it will not either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right at the Airport or at any other Airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.
3. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the airport, neither it nor any person or organization occupying space of facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) To furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; Provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

4. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non-aviation products and supplies or any service of a non-aeronautical nature or to obligate the Sponsor to furnish any particular non-aeronautical service at the Airport.

5. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, or the State, and will not permit any activity or uses thereon which would interfere with its use for airport purposes; Provided that nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; and provided further, that nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

6. Insofar as it is within its power and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or

growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land. In addition the Sponsor will clear said area or areas of any existing structure or any natural growth that constitutes an obstruction to airspace within the standards established by said Part 77 unless exceptions to or deviations from the aforementioned obligations have been granted to it in writing by the State.

7. The Sponsor will furnish the State with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the State, or may be submitted in such manner as the Sponsor elects as long as the essential data is furnished. The Airport and all Airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments will be made available for inspection and audit by the State, or his duly authorized representative upon reasonable request. The sponsor will furnish to the State a true copy of any such documents.

8. The Sponsor will furnish Utah's Division of Aeronautics on a semi-annual basis a list of all aircraft which have been based at the airport for more than 6 months, out of the last 12 months. The list shall include the aircraft tail numbers with the owner's current name and address.

9. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the State to be eligible to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to ensure that the Airport will be operated and maintained in accordance with these covenants.

10. The Sponsor will keep up to date, by amendment, the attached map of the Airport showing:

- (1) The boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto;
- (2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
- (3) The location of all existing and proposed non-aviation areas and of all existing improvements thereon, including the access road, said attached map, and each amendment,

revision, or modification thereof, shall be subject to the approval of the State which approval shall be evidenced by the signature of a duly authorized representative of the State on the face thereof. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities that might adversely affect the safety, utility, or efficiency of the Airport.

(4) Airport vicinity zoning.

11. Insofar as is within its power and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

12. The Sponsor will not dispose of, or abandon in any manner, any portion of the Airport shown on the approved map without the written consent of the State.

13. It is understood and agreed that as to the land acquired or to be acquired for future development of the airport, the Sponsor will construct and complete thereon a useful and usable facility consistent with the State Airport System Plan not later than the time of forecasted need; and if the land so acquired or any part thereof, is not used within the forecast period for the purpose for which it was acquired, the Sponsor will refund the State share of acquisition cost or fair market value of the land, whichever is greater, plus the State share of net revenue, at the time of sale or expiration of the period stated in this agreement. It is further understood and agreed that the Sponsor will deposit all net revenues derived from the interim use of the land into a special fund to be used exclusively for approved items of airport development, but in no case may the State share of such funds be used to match State aid funds in future grants. It is still further understood and agreed that the Sponsor will not dispose of the land by sale, lease, or otherwise without the prior consent and approval of the State.

14. The Sponsor will maintain, at its own expense, the following aeronautical use items and activities:

- (1) A standard, mounted windsock for observation of wind direction and velocity from the ground and while airborne together with a standard segmented circle, both in good repair.
- (2) Enforcement of zoning in the vicinity of airports to minimize environmental problems associated with aeronautical uses.
- (3) A current license issued by the State designating the Airport for public use.
- (4) Runway or boundary lights in good repair and on from dusk to dawn of each calendar day.
- (5) The runway, taxiways, and apron in a state of good repair which would include annual crack filling and mowing of vegetation at least 15 feet outside of hard surfaced areas as necessary to maintain a weed height of not more than 12 inches.

(6) The boundary fence, when in place, in a state of good repair.

(7) The main runway, associated taxiway and apron to be cleared of snow as soon as practical after a snowstorm and the airport to remain open for use during these months.

15. It is understood that the State will participate in the amount of grant monies herein mentioned in the engineering estimate or in the herein mentioned per cent share of the actual project cost, whichever is least.

16. In the event the State does not grant monies under this application, the covenants herein mentioned shall not become effective.

17. Sponsor shall have no authorization to bind the State of Utah or the Utah Department of Transportation, or its Aeronautical Operations Division to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

18. Sponsor hereby agrees to indemnify and save harmless the State of Utah, Utah Department of Transportation, and Aeronautical Operations Division, and their officers, agents, and employees from and against any and all loss, damages, injury, and liability, and any claims therefore, including claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of this agreement or from the use or operation of the airport improvements and facilities being purchased, constructed or otherwise developed under this agreement.

Part IV - Project Agreement and Acceptance

If the Project or any portion thereof is approved by the State, and State aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the plans and specifications for such development, as approved by the State, and the herein assurances with respect to the Project and the Airport.

IN WITNESS WHEREOF, The parties hereto do hereby ratify and adopt all statements, representatives, warranties, covenants, and agreements contained or referenced herein and do hereby cause this document to be executed in accordance with the terms and conditions here of.

Executed for the Sponsor on: _____

(SEAL)

GRAND COUNTY

(Name of Sponsor)

By _____

Title **Sponsor Contract**

Command Admin

Attest _____

Gabriel Woytek, Recorder

CERTIFICATE OF SPONSOR’S ATTORNEY

I, **Stephen Stocks**, acting as Attorney for **GRAND COUNTY** (herein referred to as the “Sponsor”) do hereby certify:

That I have examined the foregoing document and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Utah, and further that, in my opinion, said Agreement constitutes a legal and bind obligation of the Sponsor in accordance with the terms thereof.

Dated at _____.

Title **Attorney**

AERONAUTICAL OPERATIONS DIVISION

Director

APPROVED:

Finance



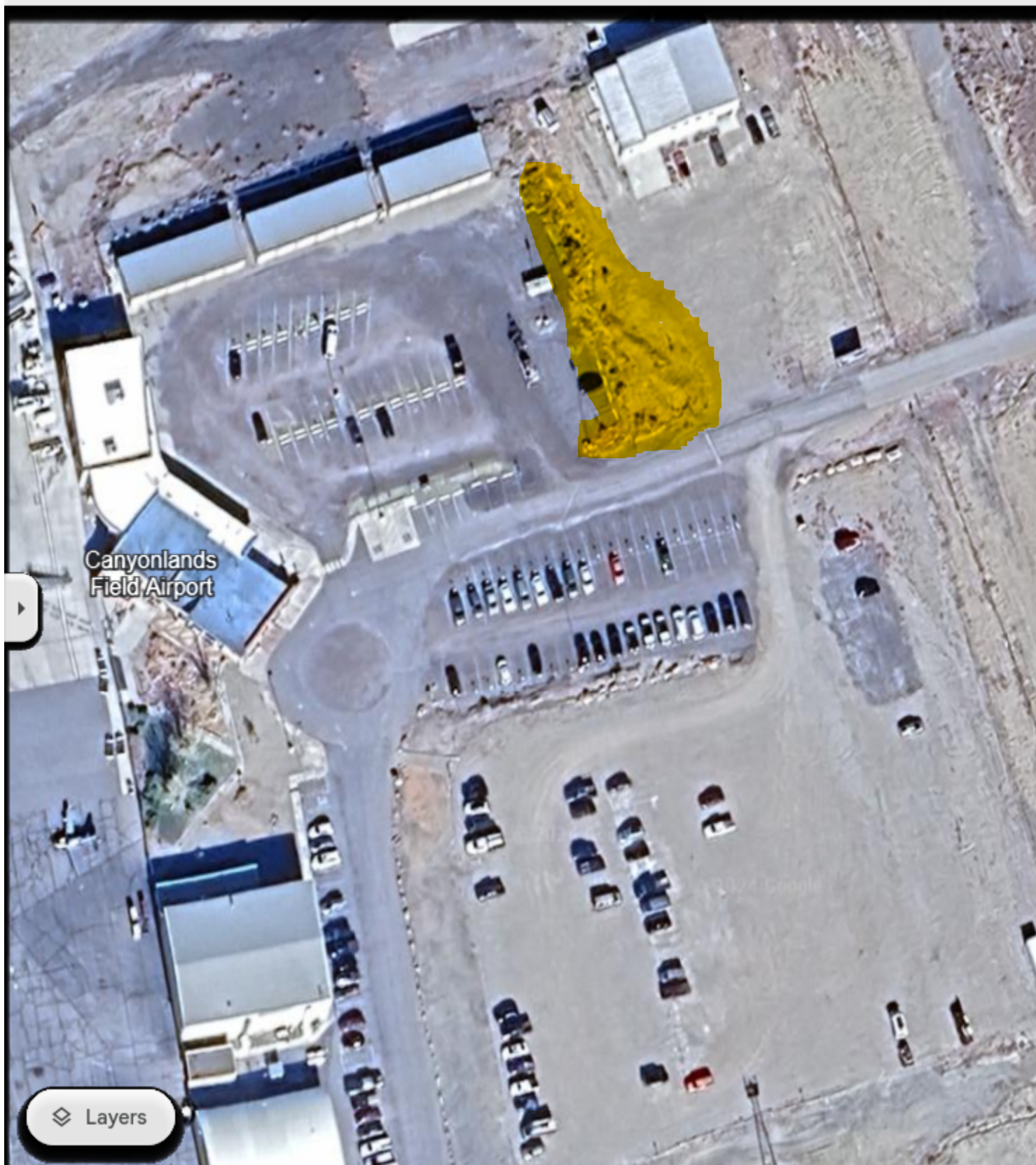




Thank You
for
Choosing

Canyonlands Field
& Flying Local





Canyonlands
Field Airport

Layers



Tara Collins <tcollins@grandcountyutah.net>

Airport Garages

1 message

wkprather@comcast.net <wkprather@comcast.net>

Mon, Dec 2, 2024 at 3:54 PM

To: Tammy Howland <thowland@grandcountyutah.net>, Tara Collins <tcollins@grandcountyutah.net>

Cc: Ed Prather <Ed@edprather.com>

Hello Tammy,

I'm sorry, and very disappointed, to say that after Ed and I have spent \$27,000 on soils, engineering, surveying, and some other smaller expenses, we have concluded that the project simply does not work.

We just can't generate enough income from the units to overcome the cost to construct. I know other projects deal with the same cost issues, but ours is too small to work. We have received three bids, and everything adds up to approximately \$29,000 per garage unit. Approximately \$500,000 for the project.

I have enclosed the plan from Set Engineering, and then a Google Earth look at two configurations that we believe would work (downsizing the project to 10 units).

I realize the Airport Board has reviewed them before and rejected all locations on the expansion parking lot, but I hate to quit without a final review.

I assume the next step would be to terminate the lease per Article 11(g).

I'm sorry things didn't work out. Bill

William K. Prather

Managing Partner

Ed Prather

Partner

Airport Garage Company

[20 Village Ct.](#)

Littleton, CO 80123

303-549-4215

www.airportgaragecompany.com

2 attachments

**Canyonlands Airport Garage - Plan.pdf**

2199K

**CNY Locations 12-3-24.pdf**

7560K

Untitled Map

Alternate Location

Legend

-  Canyonlands Field Airport
-  Line Measure



**BID DOCUMENTS
ONLY**

METAL BUILDING SUPPLIER
TRACHTE BUILDING SYSTEMS, INC.
314 WILBURN ROAD
SUN PRAIRIE, WI 53590
800-35-5824



VICINITY MAP
NTS

Sheet List Table		
	Sheet Number	Sheet Title
1	C001	COVER SHEET
2	C002	LEGEND & NOTES
3	C101	CIVIL SITE PLAN
4	C201	GRADING PLAN
5	C202	SITE CROSS SECTIONS
6	C301	DETAILS SHEET

[illegible]

CANYONLANDS AIRPORT GARAGE
SITE PLAN SUBMITTAL

COVER SHEET

GRAND COUNTY, UTAH



CIVIL ENGINEERING
1309 E. 3rd Ave., #206
Durango, CO 81301
970-403-5088

PLAN NO.

C001

Sheet 1 of 6

Project: 2024-030

Date: 11/08/2024

Drawn By: BRS

Checked By: BWS

**FOR REVIEW ONLY
NOT FOR
CONSTRUCTION**

PROPOSED SITE PLAN:

STORAGE UNITS:	19
STORAGE UNIT DIMENSIONS:	12 FT X 25 FT
DISTURBED AREA:	0.41 - ACRES

LEGAL DESCRIPTION & BASIS OF BEARINGS:

NO TITLE COMMITMENT WAS PREPARED FOR THE PROJECT & NO LEGAL DESCRIPTION WAS DEFINED BY A LICENSED LAND SURVEYOR.

SEE RED DESERT ENGINEERING LAND SURVEY DATED 9/4/24; JOB NO. 117-24 FOR BASIS OF BEARINGS.

COORDINATE SYSTEM & DATUM:
SEE ENGINEERING SURVEY DATED 9/4/24; JOB NO. 117-24 FOR
SPECIFICS REGARDING COORDINATE SYSTEMS AND DATUM

CAUTION

LOCATION OF EXISTING UTILITIES SHOWN IS APPROXIMATE AND MAY NOT BE ACCURATE OR ALL INCLUSIVE. EXISTING UNDERGROUND UTILITIES MAY NOT BE SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY LOCATION OF UTILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION.



CANYONLANDS REGIONAL AIRPORT APPROVAL:

SIGNATURE

DATE _____

c:\users\brettsnowden\set engineering_11c Dropbox\current_projects\2024-030 canyonlands airport garage\cad\plansheets\c002 notes sheet.dwg -- 10/22/2024 12:23 PM

- GENERAL NOTES
- ALL WORK SHALL BE CONSTRUCTED ACCORDING TO THE STANDARDS AND SPECIFICATIONS OF GRAND COUNTY, UTAH APWA, CANYONLANDS AIRPORT, LOCAL UTILITY PROVIDERS, THE GEOTECHNICAL ENGINEER, AND PROJECT CIVIL ENGINEER.
 - THE CONTRACTOR SHALL HAVE IN HIS POSSESSION AT ALL TIMES ONE (1) SIGNED COPY OF PLANS AND SPECIFICATIONS WHICH HAVE BEEN APPROVED BY THE AUTHORITY HAVING JURISDICTION.
 - CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL UTILITY SERVICE LOCATIONS, ROOF DRAINS, FINISHED FLOOR ELEVATION, PERIMETER GRADING, ACCESS LOCATIONS WITH THE APPROVED BUILDING PERMIT SET PREPARED BY OTHERS UNDER SEPARATE COVER. CONTRACTOR SHALL REPORT ANY DISCREPANCIES BETWEEN APPROVED DRAWING SETS WITH OWNER, ARCHITECT AND ENGINEER PRIOR TO THE START OF CONSTRUCTION.
 - CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS OR DISCREPANCIES PRIOR TO THE START OF CONSTRUCTION.
 - STORM PIPE BACKFILL SHALL CONFORM TO ALL UTAH APWA 382 STANDARDS.
 - THE CONTRACTOR SHALL OBTAIN A CAD FILE DIRECTLY FROM THE ENGINEER OR ARCHITECT FOR SITE LAYOUT.
 - THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS PRIOR TO THE COMMENCEMENT OF ANY WORK ON THE PROJECT.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE OWNER/DEVELOPER OF ANY PROBLEMS IN CONFORMING TO THE APPROVED PLANS FOR ANY ELEMENT OF THE PROPOSED IMPROVEMENTS PRIOR TO CONSTRUCTION.
 - THE OWNER/DEVELOPER SHALL BE THE RESPONSIBLE PARTY DURING CONSTRUCTION ACTIVITIES TO RESOLVE CONSTRUCTION PROBLEMS DUE TO CHANGED CONDITIONS OR DESIGN ERRORS ENCOUNTERED BY THE CONTRACTOR DURING THE PROGRESS OF ANY PORTION OF THE PROPOSED WORK. IF THE MODIFICATIONS PROPOSED BY THE DEVELOPER TO THE APPROVED PLANS INVOLVE SIGNIFICANT CHANGES TO THE CHARACTER OF THE WORK OR TO FUTURE CONTIGUOUS PUBLIC OR PRIVATE IMPROVEMENTS, THE DEVELOPER SHALL BE RESPONSIBLE FOR SUBMITTING REVISED PLANS TO THE APPROPRIATE AGENCIES FOR APPROVAL PRIOR TO ANY FURTHER CONSTRUCTION RELATED TO THAT PORTION OF THE WORK. ANY IMPROVEMENTS CONSTRUCTED NOT IN ACCORDANCE WITH THE APPROVED PLANS OR THE APPROVED REVISED PLANS, SHALL BE REMOVED AND THE IMPROVEMENTS SHALL BE RECONSTRUCTED ACCORDING TO THE APPROVED PLANS.
 - THE CONTRACTOR SHALL CONTACT THE APPROPRIATE AGENCIES FOR LOCATION OF UNDERGROUND WATER, SEWER, GAS, ELECTRIC, AND TELEPHONE UTILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION. EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE ONLY. ALL EXISTING LINES MAY NOT BE SHOWN.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A COPY OF "RECORD DRAWING" PLANS TO THE APPROPRIATE AGENCIES PRIOR TO FINAL ACCEPTANCE OF WORK.
 - THE CONTRACTOR SHALL RESET ALL SURVEY MONUMENTS DISTURBED DURING CONSTRUCTION WITHIN 60 DAYS OF PROJECT COMPLETION.
 - THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS AT AND ADJACENT TO THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
 - ALL EXISTING IMPROVEMENTS SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFEGUARDS, SAFETY DEVICES, PROTECTIVE EQUIPMENT, AND ANY OTHER NEEDED ACTION TO PROTECT THE LIFE, HEALTH AND SAFETY OF THE PUBLIC AND TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK COVERED BY THE CONTRACTOR.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE JOB SITE CONDITIONS THROUGHOUT THE DURATION OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROTECTION OF PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED ONLY TO WORKING HOURS. THE CONTRACTOR SHALL DEFEND INDEMNIFY AND HOLD THE OWNER, THE ENGINEER AND THE GOVERNING JURISDICTION HARMLESS FOR ANY AND ALL LIABILITY, IN CONNECTION WITH THE PERFORMANCE OF WORK, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, THE ENGINEER OR THE GOVERNING JURISDICTION.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE, PASSABLE ACCESS TO PRIVATE PROPERTIES ADJACENT TO THE WORK THROUGHOUT THE PERIOD OF CONSTRUCTION.

- GRADING, DRAINAGE, AND EROSION CONTROL NOTES
- ALL SITE DRAINAGE TO BE DIRECTED BY SHEET FLOW AND EARTHEN SWALES DIRECTING RUNOFF NORTH EAST TO THE PROPERTY BOUNDARY.
 - TRENCH & BACKFILL PER UTAH APWA 381.
 - PIPE ZONE BACKFILL PER UTAH APWA 382.
 - CONTRACTOR SHALL PREPARE A CONSTRUCTION PHASE STORMWATER MANAGEMENT PLAN AND OBTAIN REQUIRED PERMITS AS REQUIRED (STATE AND LOCAL).
 - ANY SETTLEMENT OR SOIL ACCUMULATIONS BEYOND THE PROPERTY LIMITS DUE TO GRADING OR EROSION SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR.
 - ANY CONSTRUCTION DEBRIS OR MUD TRACKING IN THE PUBLIC RIGHT-OF-WAY OR AIRPORT PAVEMENT SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR. THE CONTRACTOR SHALL IMMEDIATELY FIX ANY EXCAVATIONS OR EXCESSIVE PAVEMENT FAILURES CAUSED BY THE DEVELOPMENT AND SHALL PROPERLY BARRICADE THE SITE UNTIL CONSTRUCTION IS COMPLETE.
 - CONTRACTOR SHALL REFERENCE PROJECT GEOTECHNICAL REPORT PREPARED BY LANDMARK TESTING & ENGINEERING DATED FEBRUARY 1, 2024 FOR ALL CONSTRUCTION RELATED TO EARTHWORK, GRADING AND DRAINAGE, FOUNDATION DESIGN AND PAVEMENT DESIGN.
 - CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL AND ANY ADDITIONAL GEOTECHNICAL MEASURES REQUIRED WITH THE CONSTRUCTION OF THIS PROJECT WITH THE PROJECT GEOTECHNICAL ENGINEER AND OWNER PRIOR TO THE START OF CONSTRUCTION.
 - A QUALIFIED CONSTRUCTION INSPECTOR SHOULD OVERSEE THE PLACEMENT OF FILL MATERIALS TO VERIFY THAT LIFT THICKNESSES, MOISTURE CONDITIONING, AND COMPACTION EFFORT IS MAINTAINED THROUGHOUT THE ENTIRE FILL PLACEMENT OPERATIONS.
 - THE CONTRACTOR SHALL REPAIR OR REPLACE THE EXISTING SITE AND LANDSCAPING, IN KIND, THAT WAS REMOVED OR DAMAGED DURING CONSTRUCTION. THE CONTRACTOR SHALL GUARANTEE SAID REPAIRS FOR ONE (1) YEAR AFTER THE FINAL ACCEPTANCE OF CONSTRUCTION.
 - THE CONTRACTOR SHALL REPAIR OR REPLACE ANY PUBLIC OR PRIVATE IMPROVEMENTS, IN KIND, INCLUDING, BUT NOT LIMITED TO: RESIDENTIAL SERVICES, WATER LINES, SEWER LINES, STORM DRAINS, ETC., THAT WERE REMOVED OR DAMAGED DURING CONSTRUCTION.

CAUTION

LOCATION OF EXISTING UTILITIES SHOWN IS APPROXIMATE AND MAY NOT BE ACCURATE OR ALL INCLUSIVE. EXISTING UNDERGROUND UTILITIES MAY NOT BE SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY LOCATION OF UTILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION.



LEGEND:

LINETYPE/HATCH	DESCRIPTION
EXISTING CONDITIONS:	
	EXISTING ROAD CENTERLINE
	EXISTING CONCRETE
	EXISTING FLOWLINE
	EXISTING EASEMENT BOUNDARY
	EXISTING FENCE
	EXISTING GAS LINE
	EXISTING GRAVEL ROAD/PATH
	EXISTING IRRIGATION LINE
	EXISTING VEGETATION
	EXISTING PROPERTY BOUNDARY
	EXISTING POWER
	EXISTING RAILROAD
	EXISTING ASPHALT PAVEMENT EDGE
	EXISTING RIGHT-OF-WAY BOUNDARY
	EXISTING SEWER (GENERIC OR SERVICE LINE)
	EXISTING SEWER MAIN (SIZE DENOTED)
	EXISTING STORM DRAIN (SIZE DENOTED)
	EXISTING TELECOMM
	EXISTING COMBINATION OVERHEAD POWER/CABLE/FIBER
	EXISTING COMBINATION OVERHEAD POWER/CATV
	EXISTING COMBINATION OVERHEAD POWER/TELECOMM
	EXISTING LANDSCAPE WALL
	EXISTING WATER MAIN (SIZE DENOTED)
	EXISTING WATER SERVICE LINE
	EXISTING ITEM TO BE DEMOLISHED/REMOVED/RELOCATED (PER PLAN)
	EXISTING CONTOUR (LABELED W/ ELEVATIONS)

PROPOSED IMPROVEMENTS:

	PROPOSED CONTOUR (LABELED W/ ELEVATIONS)
	CENTERLINE/ALIGNMENT W/ STATIONING
	CONCRETE PAVEMENT
	FLOWLINE (DIRECTION DENOTED W/ ARROWS)
	EASEMENT BOUNDARY
	SETBACK BOUNDARY
	FENCE
	GAS MAIN
	GRAVEL ROAD/SHOULDER/PATH
	EXISTING IRRIGATION LINE
	PROPERTY BOUNDARY
	POWER (UNDERGROUND)
	POWER (OVERHEAD)
	PAVEMENT MARKING
	ASPHALT PAVEMENT
	RIGHT-OF-WAY BOUNDARY
	SEWER SERVICE LINE (SIZE DENOTED)
	SEWER MAIN (PER PLAN & PROFILE)
	STORM DRAIN (PER PLAN & PROFILE)
	TELECOMM
	COMBINATION OVERHEAD ELECTRIC/CABLE/FIBER
	COMBINATION OVERHEAD ELECTRIC/CATV
	COMBINATION OVERHEAD ELECTRIC/TELECOMM
	CONCRETE WALL
	LANDSCAPE BOULDER WALL
	WATER MAIN (SIZE DENOTED)
	WATER SERVICE (PER PLAN)
	RIP RAP OUTFALL/LINER
	BUILDING/STRUCTURE
	PROJECT BOUNDARY

SYMBOL LEGEND:

	PROPERTY PIN
	BENCHMARK
	WATER MANHOLE
	WATER VALVE
	WATER METER
	FIRE HYDRANT
	WATER WELL
	WATER SHUT-OFF
	WATER LINE CAP
	WATER SPRINKLER
	WATER SPIGOT
	SEWER MANHOLE
	SEWER CLEANOUT
	GAS VALVE
	STORM DRAIN MANHOLE
	STORM DRAIN FLARED END SECTION
	STORM DRAIN AREA INLET
	STORM DRAIN CURB INLET
	POWER MANHOLE
	LIGHT POLE
	LUMINAIRE
	TRANSFORMER
	GUY WIRE
	TELECOMM PEDESTAL
	TELECOMM MANHOLE
	MAILBOX
	SIGN
	BOULDER
	ADA PARKING SPACE MARKING
	PEDESTRIAN RAMP
	CONIFEROUS TREE
	DECIDUOUS TREE

NOTATION LEGEND:

CL = CENTERLINE	BFE = BASE FLOOD ELEVATION
(E) = EXISTING	BFE(I) = BASE FLOOD ELEVATION INTERPOLATED
EG = EXISTING GRADE	FF = FINISH FLOOR
FG = FINISH GRADE	R/W = RIGHT-OF-WAY
FL = FLOWLINE	29 = LOT, TRACT, OR UNIT NUMBER
IE = INVERT ELEVATION	TH = TOWN-HOME LOT
BOP = BOTTOM OF PIPE	SF = SINGLE-FAMILY LOT
TOP = TOP OF PIPE	EOP/A/C/G = EDGE OF
BTM = BOTTOM	PVMT/ASPHALT/CONCRETE/GRAVEL
GB = GRADE BREAK	TB = TOP OF BANK

Revisions:		DESCRIPTION
#	DATE	

CANYONLANDS AIRPORT GARAGE
SITE PLAN SUBMITTAL

LEGEND & NOTES

GRAND COUNTY, UTAH

CIVIL ENGINEERING
1309 E. 3rd Ave., #206
Durango, CO 81301
970-403-5088

PLAN NO.

C002

Sheet 2 of 6

Project: 2024-030

Date: 11/08/2024

Drawn By: BRS

Checked By: BWS

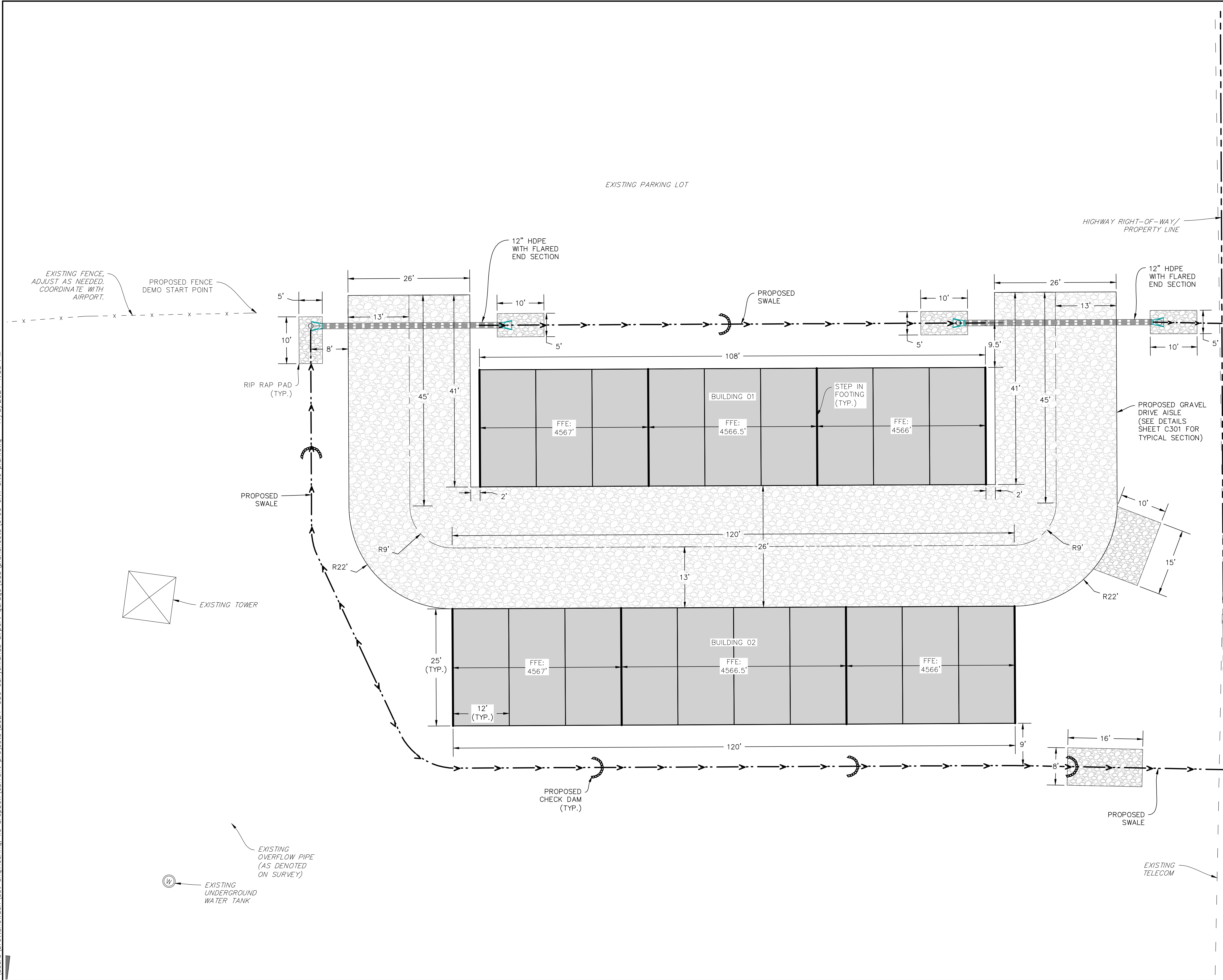
**FOR REVIEW ONLY
NOT FOR
CONSTRUCTION**

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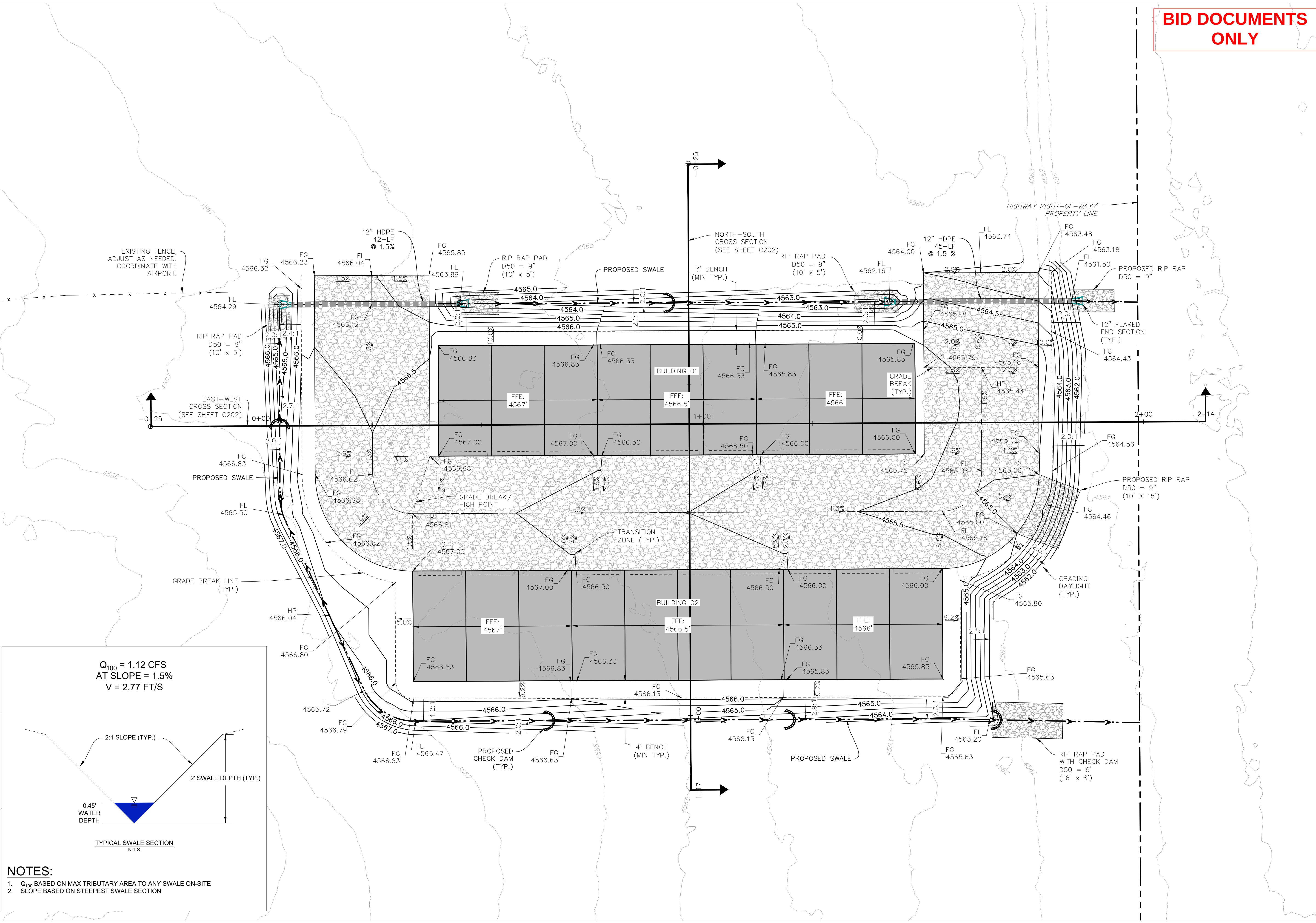
CIVIL ENGINEERING
1309 E. 3rd Ave., #206
Durango, CO 81301
970-403-5088

PLAN NO.
C101
Sheet 3 of 6
Project: 2024-030
Date: 11/08/2024
Drawn By: BRS
Checked By: BWS

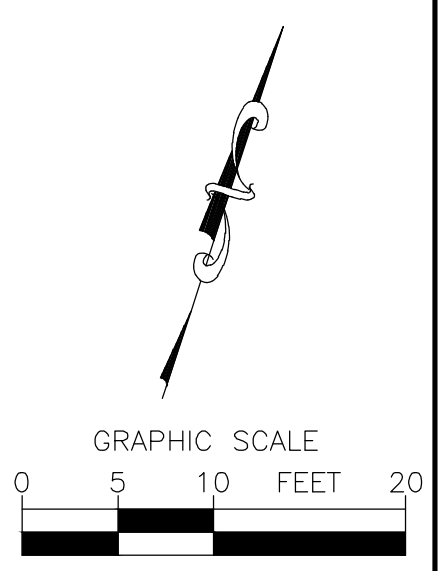
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BID DOCUMENTS
ONLY



#	DATE	DESCRIPTION

CANYONLANDS AIRPORT GARAGE
SITE PLAN SUBMITTAL

GRADING PLAN

GRAND COUNTY, UTAH



CIVIL ENGINEERING
1309 E. 3rd Ave., #206
Durango, CO 81301
970-403-5088

PLAN NO.
C201

Sheet 4 of 6

Project: 2024-030

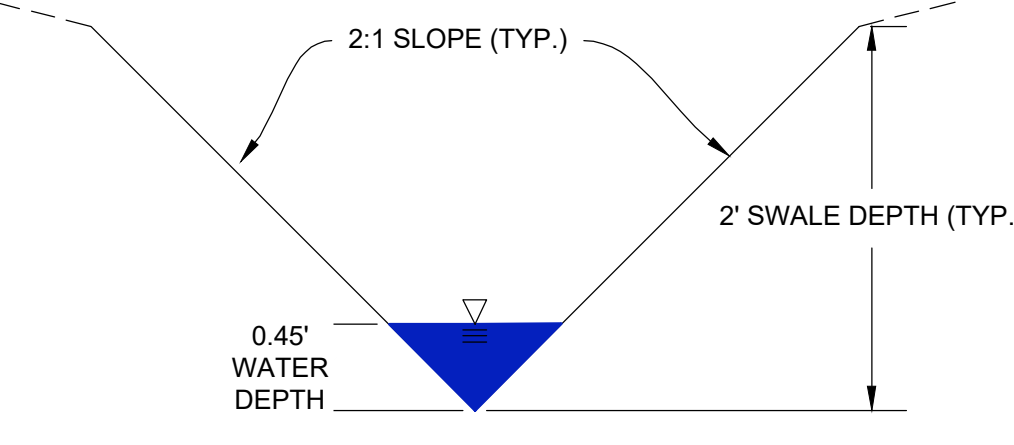
Date: 11/08/2024

Drawn By: BRS

Checked By: BWS

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$Q_{100} = 1.12 \text{ CFS}$
AT SLOPE = 1.5%
 $V = 2.77 \text{ FT/S}$



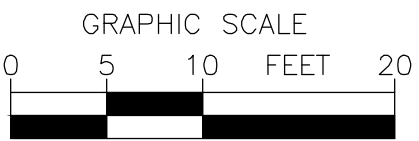
TYPICAL SWALE SECTION
N.T.S.

NOTES:

- Q_{100} BASED ON MAX TRIBUTARY AREA TO ANY SWALE ON-SITE
- SLOPE BASED ON STEEPEST SWALE SECTION

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BID DOCUMENTS
ONLY



Revisions:	#	DATE	DESCRIPTION

CANYONLANDS AIRPORT GARAGE
SITE PLAN SUBMITTAL

SITE CROSS SECTIONS

GRAND COUNTY, UTAH



PLAN NO.

C202

Sheet 5 of 6

Project: 2024-030

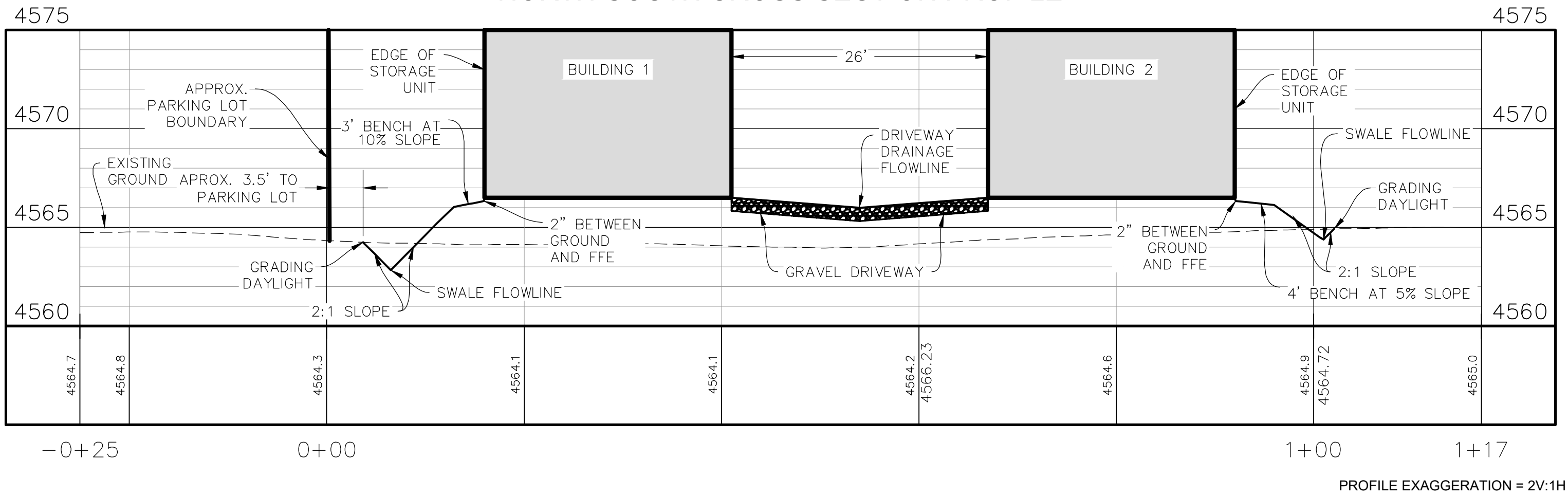
Date: 11/08/2024

Drawn By: BRS

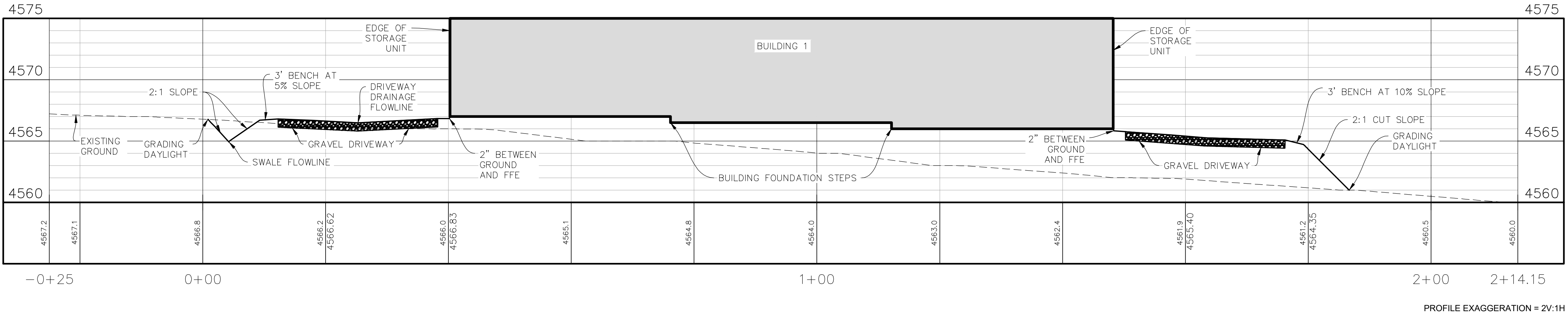
Checked By: BWS

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NORTH-SOUTH CROSS SECTION PROFILE

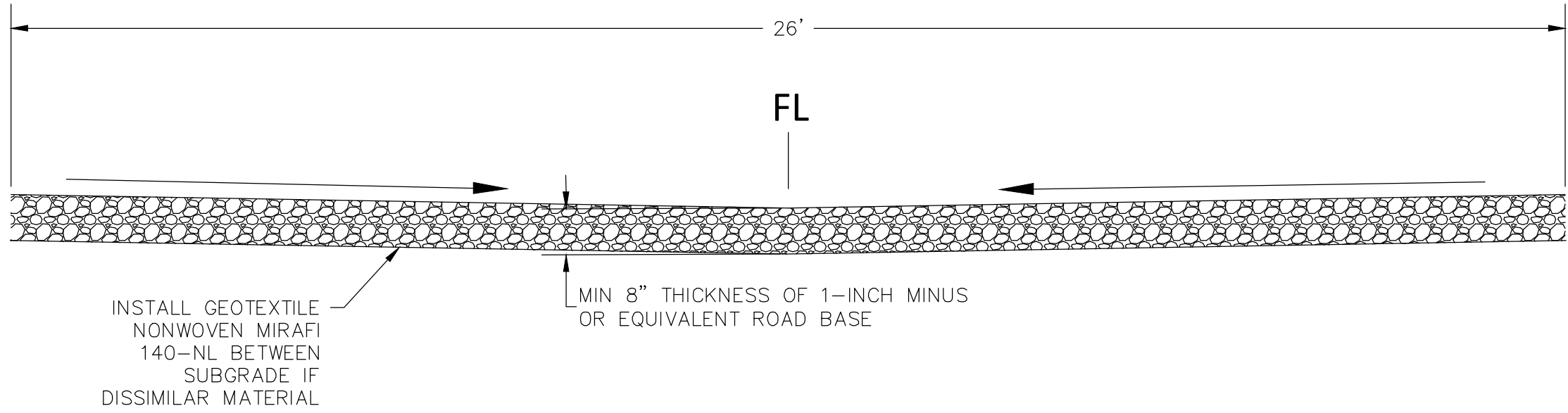


EAST - WEST CROSS SECTION PROFILE

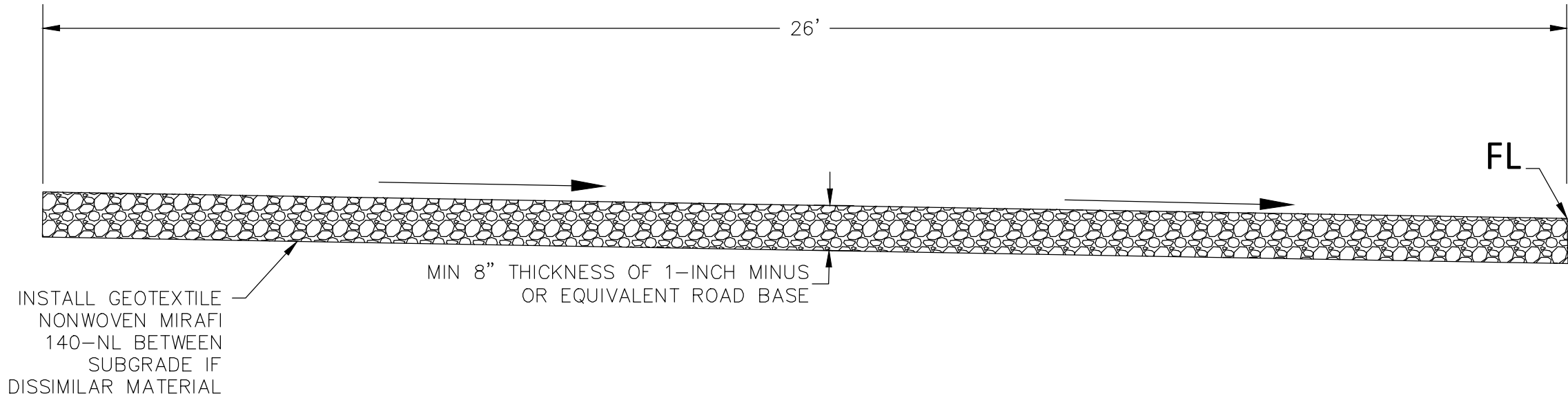


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BID DOCUMENTS
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TYPICAL REVERSE CROWN DRIVE AISLE SECTION
N.T.S.



TYPICAL PLANAR DRIVE AISLE SECTION
N.T.S.

NOTES:

1. DRIVE AISLE SHALL BE CONSTRUCTED OF A MINIMUM 8-INCHES OF 1-INCH MINUS OR EQUIVALENT ROAD BASE MATERIAL. INSTALL NON-WOVEN GEOTEXTILE MARAFI 140-NL BETWEEN ROAD BASE AND SUBGRADE IF DISSIMILAR MATERIAL. IF THE STRUCTURAL FILL PLACED BENEATH THE BUILDINGS EXTENDS ACROSS DRIVE AISLES NOTIFY ENGINEER TO REVIEW FOR REDUCED DRIVE AISLE SECTION
2. FILL MATERIAL PLACED BENEATH DRIVE AISLE FOR SUBGRADE SHALL COMPLY WITH PROJECT GEOTECHNICAL REPORT. SCARIFY AND COMPACT MINIMUM 8-INCHES OF ON-SITE FILL SOILS. ROAD BASE SHOULD BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557.
3. ALL SUBGRADE MATERIAL SHALL BE FREE OF ROOTS, SOD, WEEDS, WOOD, CONSTRUCTION DEBRIS, ICE, SNOW, OTHER FROZEN MATERIALS AND DELETERIOUS MATTER.
4. THOROUGH PROOF ROLLING WITH A FULLY LOADED TANDEM AXLE WATER TRUCK SHOULD BE PERFORMED ACROSS THE PREPARED SUBGRADE SURFACE PRIOR TO PLACING DRIVE AISLE MATERIAL. ANY AREA OBSERVED TO YIELD SHOULD BE STABILIZED AS NECESSARY. CONTACT PROJECT GEOTECHNICAL ENGINEER AND CIVIL ENGINEER TO OBSERVE THE PROOF ROLLING OPERATIONS AND PROVIDE RECOMMENDATIONS FOR STABILIZATION IF NECESSARY.

Revisions: #	DATE	DESCRIPTION							

CANYONLANDS AIRPORT GARAGE
SITE PLAN SUBMITTAL

DETAILS SHEET

GRAND COUNTY, UTAH



CIVIL ENGINEERING
1309 E. 3rd Ave., #206
Durango, CO 81301
970-403-5088

PLAN NO.
C301
Sheet 6 of 6
Project: 2024-030
Date: 11/08/2024
Drawn By: BRS
Checked By: BWS

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TITLE VI PLAN

CANYONLANDS REGIONAL AIRPORT

Moab, UT



Prepared by Grand County, Utah
for the Federal Aviation Administration

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DEPARTMENT OF TRANSPORTATION
TITLE VI PLAN – 49 CFR PART 21

SECTION 1 - POLICY STATEMENT¹

Grand County, Utah, hereafter referred to as the Airport Sponsor, owner of Canyonlands Regional Airport, assures that no person shall on the grounds of race, color, national origin (including limited English proficiency (LEP), sex (including sexual orientation and gender identity), creed, or age, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (PL 100.259), Section 520 of the Airport and Airway Improvement Act of 1982, and related authorities (hereafter, "Title VI and related requirements"), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives U.S. Department of Transportation (DOT) funding. Title VI also prohibits retaliation for asserting or otherwise participating in claims of discrimination.

The Airport Sponsor further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs are federally funded or not. The Airport Sponsor agrees, among other things, to understand the communities surrounding or in the flight path, as well as customers that use the airport. Anytime communities may be impacted by programs or activities the Airport Sponsor will take action to involve them and the general public in the decision-making process.

The Airport Sponsor requires nondiscrimination assurances, as prescribed by FAA, from each tenant, contractor, and concessionaire providing an activity, service, or facility at the airport. Assurances must be included in any related lease, contract, or franchise agreement between the Airport Sponsor and each tenant, contractor, and concessionaire, as well as in any similar agreements with their own sub-tenants and sub-contractors.

Tammy Howland, Airport Director, hereafter referred to as the Coordinator, available by phone at (435) 259-4849 Option (5) and by email at thowland@grandcountyutah.net is responsible for overseeing the Airport Sponsor's compliance with Title VI and the point of contact for all airport Title VI matters and related responsibilities, including those required by 49 CFR Part 21.

_____	<u>December 1, 2024</u>
Jacques Hadler, County Commission Chair	Effective Date
Grand County, Utah	
	<u>November 30, 2027</u>
	3-Year Expiration Date

¹ This policy statement will be translated into languages other than English, upon request and based on patron and local language demographics.

SECTION 2 - ADMINISTRATION

Grand County Commission has reviewed and adopted this Title VI Plan for Canyonlands Regional Airport. This plan will be updated no less than once every three (3) years. The plan will not be re-adopted following minor changes, such as updating the Policy Statement Signatory or Coordinator's name. Significant revisions to our policies or federal guidelines may warrant re-adoption by **Grand County** and resubmittal to FAA.

In addition to the Coordinator and Airport Sponsor's leadership, the following people also assist with our Title VI program requirements:

Staff Supporting Title VI Program	Airport Sponsor Program / Office
Jessica Callow	Lochner - Airport's Engineering Consultant

The Airport Sponsor has the following airport program sub-recipients:

Sub-Recipients
None

As of the date of this plan, the Airport Sponsor has the following pending applications for Federal financial assistance:

Federal Source	Grant Number	Amount
FAA AIP	CNY-NMG-3-49-0020-047-2024	\$2,057,318
DHS SHSP	EMW-2023-SS-00006	\$80,000

Commented [TH1]: Active federal grants

In addition, the Sponsor's sub-recipients have the following pending applications for Federal financial assistance (either directly from the FAA, or passed through the State DOT):

Federal Source	Grant Number	Amount
None		

Updated information for pending and awarded grant applications will be available through the following links:

Federal Source	Grant Award Information Available at:
DHS	www.DHSgrantinfo.gov
DOJ	www.USgrantsinfo.net
FAA	www.faa.gov/airports/aip/
DOT	www.transportation.gov/grants/dashboard

SECTION 3 – GRANT AND PROCUREMENT ASSURANCES

49 CFR § 21.7 (a)(1); 49 CFR Part 21 Appendix C (b)

The Airport Sponsor will complete standard grant assurances for Title VI and related requirements in the form prescribed by the FAA. See https://www.faa.gov/airports/aip/grant_assurances/#current-assurances.

Clauses/Covenants

- a. All contracts, leases, deeds, licenses, permits, and other similar instruments, must contain the contractual requirements and clauses in the form prescribed by FAA. See https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/. Note that unlike many other clauses, Civil Rights clauses are required in all contracts. Note also special clauses that are required for certain types of contracts, such as land acquisition.
- b. The Airport Sponsor requires Civil Rights clauses to be included in solicitations and contracts for all subcontractors, subleases, and any other agreements. Contracts and lease agreements are being updated upon renewal.

Description of Oversight Methods for Subcontracts

The Airport Sponsor requires all contracts to use the airport’s contract template or a pre-approved template to ensure compliance. All airport contracts, including subcontracts related to the airport, are audited by the ~~Grand County Clerk Auditor~~City Finance Division and ~~the Grand County Attorney~~Legal Department to verify compliance.

SECTION 4 – TITLE VI COORDINATOR RESPONSIBILITIES

The Coordinator is responsible for ensuring that they and other staff supporting the Title VI are trained in Title VI requirements. Essential training topics include:

- Basic Title VI requirements
- Airport language assistance resources and practices
- Collecting and assessing demographic data
- Reporting Title VI complaints and other required FAA notifications.

See Training Section for more information for expected training for all staff.

Among other responsibilities, the Coordinator:

- Proactively ensures that the Airport Sponsor is in compliance with nondiscrimination requirements of Title VI and reports to the Airport Sponsor leadership on the status of Title VI compliances.
- Responds promptly to requests by FAA for data and records and for the scheduling of compliance reviews and other FAA meetings to determine compliance with Title VI and related requirements.

- Receives discrimination complaints covered by Title VI and related requirements, and forwards them to the FAA, within 15 days of receipt, together with any actions taken to resolve the matter.
- Provides the FAA with updates regarding its response and status of early resolution efforts to complaints concerning Title VI and related requirements (49 CFR Part 21, Appendix C(b)(3)), including resolution efforts.
- Annually reviews the airport's Title VI plan and disseminates information throughout staff and the Airport Sponsor's leadership.
- Coordinates data collection to evaluate whether racial or ethnic groups are unequally benefited or impacted by airport programs. The data will be regularly assessed and readily available upon request (49 CFR § 21.9(b) & (c)). Data collection methods will include optional demographic questions in: airport customer satisfaction surveys, customer complaints, airport event sign-in sheets, and bids/proposals for airport contracts, and other methods described in the airport Community Participation Plan (CPP).
- Maintains demographic data for members of appointed planning and advisory bodies for the airport. Identifies any disparities compared to the community. Provides information to the membership selecting official/committee, particularly when vacancies occur.
- Maintains a copy of 49 CFR Part 21 for inspection by any person asking for it during normal working hours (49 CFR 21, Appendix C (b)(2)(i)).

See Notice, Compliance reviews, Audits, Lawsuits, and Other Investigations, and Complaints Sections of this Plan.

The Coordinator has requested but has not received access to the Title VI portion of the FAA Civil Rights Connect System (<https://faa.civilrightsconnect.com/>).

SECTION 5 – NOTICE

49 CFR Part 21 Appendix C(b)(2)(ii)

The Airport Sponsor will conspicuously display the FAA-provided Unlawful Discrimination Poster in all public areas on airport property, including those with pedestrian activity. The Coordinator ensures that these posters are visible, accessible², and maintained. The poster template is available at https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/non_disc_pr/ and a completed copy is attached in Section 15 of this document.

The Airport Sponsor has posted the above Title VI policy statement at its staff offices.

The Airport Sponsor will distribute this Title VI Plan among its employees and airport contractors, concessionaires, lessees, and tenants. This plan will be distributed by ~~January~~December 1, 2024~~2025~~, electronically either by email and/or posting on the airport's webpage.

² For more information about website accessibility, please visit ADA.gov.

Posters are displayed in the terminal and other areas on airport property, including the following public locations:

Terminal/FBO/Concessions/ Other Locations	Quantity in Pre- Security Area	Quantity in Post- Security Area	Additional Quantities
Main Terminal Area	1		
Passenger Area	1		
FBO	1		
Secured Waiting Area		1	

Outreach to Affected Communities

Tammy Howland, Airport Director, ensures that notices for public meetings reach all segments of the impacted community. The Title VI coordinator will identify the effective media platforms to share announcement and notices. Announcements are made in social media, general circulation newspapers, community newspapers, email broadcast, and [the Airport’s webpage](#). Tammy Howland, Airport Director, contacts leaders and representatives in Affected Communities directly to confirm effective media platforms to reach all Affected Communities³ and provide important feedback on translated materials. The office maintains records of all such notices and the efforts made to reach each of the Affected Communities.

Detailed information on our public notice and outreach procedures is available in the Airport Sponsor Community Participation Plan (CPP). A copy of the CPP is available at <https://www.airportcivilrights.com/canyonlands-regional-airport>. A copy of each CPP report completed since the last Title VI Plan is available at <https://www.airportcivilrights.com/canyonlands-regional-airport>.

Commented [TC2]: should be rights.com

To ensure that the community is effectively informed of and able to participate in public hearings, **Tammy Howland, Airport Director** includes public notices translated into appropriate languages, including for any language spoken by a significant number or proportion of the Affected Community population that has limited English proficiency (LEP). Such social media postings and notices will include directions for obtaining an interpreter, free of charge, for public hearings. 28 CFR § 42.405(d). See Limited English Proficiency (LEP) Section.

SECTION 6 – COMMUNITY STATISTICS

Title VI regulations require Federal grant recipients to know their community demographics. See 49 CFR § 21.9(b). By knowing this information, the Airport Sponsor will be able to identify, understand, and engage with communities. In doing so, the Airport Sponsor needs to know about communities eligible to be served, actually or potentially affected, benefited, or burdened by the Airport Sponsor’s airport program.

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³ We will not subject any persons to discrimination based on race, color, national origin, age, sex, or creed. The term “protected communities” is used within this Title VI Plan to highlight the requirements of Title VI, 49 U.S.C. § 47123, the Age Discrimination Act of 1975, and in some instances, includes low-income populations under Executive Order 12898.

(Hereafter, the below communities will be referred to collectively as “the Affected Communities”).

Affected Communities ⁴	Population
City of Moab	5,366
Grand County	9,669
Uintah County	35,620
Carbon County	20,412
Emery County	9,825
Wayne County	2,486
San Juan County	14,518

We have identified the following facts about the Affected Communities:

Low Income Communities⁵

A low-income area is an identifiable group of persons living in geographic proximity, whose median household income is at or below the Department of Health and Human Services poverty guidelines. Pursuant to Executive Order 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” The Airport Sponsor is collecting information about affected and potentially affected low-income communities. According to the U.S. Census Bureau [S1701 - Census Bureau Tables](#), the overall poverty level for Grand County is approximately 15.7%, and the overall poverty level for the State of Utah is approximately 9%. The poverty rate remains high compared with the rest of the State of Utah. The poverty rates for the specific Affected Communities are as follows.

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Affected Communities	Poverty Rate
City of Moab	19.9%
Grand County	15.7%
Uintah County	11.6%
Carbon County	16.6%
Emery County	11.8%
Wayne County	8.5%
San Juan County	20.7%

Source: [S1701 - Census Bureau Tables](#)

⁴ “Affected communities” means any readily identifiable group potentially impacted by an airport project or operation, such as the community immediately surrounding a project or a community in the flight path.

⁵ Low-income data must be collected to assist in our compliance with Environmental Justice requirements (not Title VI requirements). For example, this data will be utilized in our Community Participation Plan (CPP) to help ensure the meaningful involvement of low-income communities in airport programs and activities.

Racial and Ethnic Communities

Demographic data for race, color, and national origin was evaluated to identify racial and ethnic communities and populations in each Affected Community. The demographic composition by race, color, or national origin for the specific Affected Communities are as follows⁶:

Affected Community: Grand County

Total Affected Community Population: 9,669

Demographic Group within Affected Community	Number of People in Minority Group	Percent of Total Affected Community Population
White alone, not Hispanic or Latino	1,195	14.3%
Black or African American	0	0.0%
American Indian or Alaska Native	209	60.9%
Asian	8	5.8%
Native Hawaiian or Other Pacific Islander	0	0.0%
Hispanic or Latino	163	15.6%
More than one	93	20.9%

Source: [S1701 - Census Bureau Tables](#)

Affected Community: City of Moab

Total Affected Community Population: 5,366

Demographic Group within Affected Community	Number of People in Minority Group	Percent of Total Affected Community Population
White alone, not Hispanic or Latino	3,856	71.86%
Black or African American	44	0.82%
American Indian or Alaska Native	273	5.09%
Asian	52	0.97%
Native Hawaiian or Other Pacific Islander	2	0.04%
Hispanic or Latino	894	16.66%
More than one	530	9.88%

Source: [S1701 - Census Bureau Tables](#)

Affected Community: Uintah County

Total Affected Community Population: 35,620

Demographic Group within Affected Community	Number of People in Minority Group	Percent of Total Affected Community Population
White alone, not Hispanic or Latino	2,734	9.3%
Black or African American	129	100.0%
American Indian or Alaska Native	717	32.5%
Asian	70	31.8%
Native Hawaiian or Other Pacific Islander	0	0.0%
Hispanic or Latino	527	17.0%

⁶ Recommend using demographic groups from the U.S. Census.

More than one	278	10.0%
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Source: [S1701 - Census Bureau Tables](#)

Affected Community: Carbon County

Total Affected Community Population: 20,412

Demographic Group within Affected Community	Number of People in Minority Group	Percent of Total Affected Community Population
White alone, not Hispanic or Latino	2,845	15.9%
Black or African American	79	36.4%
American Indian or Alaska Native	29	23.6%
Asian	39	70.9%
Native Hawaiian or Other Pacific Islander	0	0.0%
Hispanic or Latino	752	27.4%
More than one	196	15.8%

Source: [S1701 - Census Bureau Tables](#)

Affected Community: Emery County

Total Affected Community Population: 9,825

Demographic Group within Affected Community	Number of People in Minority Group	Percent of Total Affected Community Population
White alone, not Hispanic or Latino	1,072	11.5%
Black or African American	5	62.5%
American Indian or Alaska Native	0	0.0%
Asian	0	0.0%
Native Hawaiian or Other Pacific Islander	0	0.0%
Hispanic or Latino	192	28.4%
More than one	79	33.1%

Source: [S1701 - Census Bureau Tables](#)

Affected Community: Wayne County

Total Affected Community Population: 2,486

Demographic Group within Affected Community	Number of People in Minority Group	Percent of Total Affected Community Population
White alone, not Hispanic or Latino	207	8.4%
Black or African American	0	0.0%
American Indian or Alaska Native	0	0.0%
Asian	0	0.0%
Native Hawaiian or Other Pacific Islander	0	0.0%
Hispanic or Latino	0	0.0%
More than one	5	17.9%

Source: [S1701 - Census Bureau Tables](#)

Affected Community: San Juan County**Total Affected Community Population: 14,518**

Demographic Group within Affected Community	Number of People in Minority Group	Percent of Total Affected Community Population
White alone, not Hispanic or Latino	574	8.7%
Black or African American	0	0.0%
American Indian or Alaska Native	2,018	31.6%
Asian	17	23.0%
Native Hawaiian or Other Pacific Islander	0	0.0%
Hispanic or Latino	241	28.0%
More than one	244	36.7%

Source: [S1701 - Census Bureau Tables](#)**Limited English Proficiency (LEP)**

The goal of all language access planning and implementation is to ensure that the Airport Sponsor communicates effectively with limited English proficient (LEP) individuals. Effective language access requires self-assessment and planning. The next table lists non-English languages⁷ that are spoken in LEP households in the Affected Communities. The data source is [B16001 - Census Bureau Tables](#).

The threshold we have used for identifying the languages with significant LEP populations is the DOT LEP Policy Guidance safe harbor threshold, which is 5% or 1,000, whichever is less.⁸ The safe harbor for our community is 1,000. Please refer to the end of this document to find data for all languages in our community.

Languages Spoken by LEP Population that Meet the Safe Harbor Threshold	Number	Margin of Error
Spanish	3,940	+/-139
Chinese (incl. Mandarin, Cantonese)	36	+/-17
Tagalog (incl. Filipino)	74	+/-23
Vietnamese	0	+/-17
Arabic	0	+/-15
Korean	110	+/-31
French (incl. Patois, Cajun)	154	+/-32

Source: [B16001 - Census Bureau Tables](#)

⁷ Recommend using language groups from the U.S. Census and using data for the “Speak English less than ‘very well’” category for each language over the threshold.

⁸ See the DOT LEP Policy Guidance at <https://www.federalregister.gov/d/05-23972/p-133>. The safe harbor provisions apply to the translation of written documents only; however, it provides a consistent starting point for identifying significant LEP populations.

Frequency of contact with LEP individuals at the airport and airport-related activities (all languages):

Languages Spoken by LEP Persons	A few times a year <i>(12 or less days a year)</i>	Several times a month <i>(13 to 51 days a year)</i>	At least once a week <i>(52 to 364 days a year)</i>	Every day <i>(365 days a year)</i>
Spanish		X		
Chinese (incl. Mandarin, Cantonese)	X			
Arabic	X			
Korean	X			
French	X			

Additional languages spoken by significant numbers of LEP persons in the Affected Communities, local schools, emergency service providers, and others include:

Additional Languages Spoken
None

This information is updated annually⁹ through checking the following resources:

Data Sources for Languages Spoken in Affected Community	Website link to Data Source
U.S. Census Bureau	https://data.census.gov/profile/Grand_County_Utah?g=050XX00US49019#families-and-living-arrangements
CityData.com	https://www.city-data.com/city/Utah.html
MoabGrand County School District	https://www.grandschools.org/ (435) 259-5317
Canyonlands Regional Airport Title VI Coordinator	Log of any interaction with a LEP individual or group

Beneficiary Diversity

Demographic information is collected from airport customers, attendees at community meetings, and businesses seeking opportunities at the airport through voluntary disclosures.

⁹ Data should be kept up-to-date, but this plan does not need to be updated for incremental data changes during the Plan's 3-year period.

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Description of Beneficiary Demographic Information Collection Methods

- The airport conducts an annual survey of guests to assess customer satisfaction with airport concessions, restroom cleanliness, food offerings, and other elements and services. The survey includes a voluntary request for demographic information.
- Participants in pre-bid meetings and other public meetings are asked to complete an anonymous survey that includes demographic information.
- Businesses that submit bids or proposals are asked to complete an anonymous survey that includes demographic information submitted through a data collection website.

Staff and Advisory Board Diversity

Demographic information is collected from airport program employees and members of planning and advisory boards through voluntary disclosures.

Description of Employee and Advisory Board Demographic Information Collection Methods

- Employees are asked to submit voluntary, confidential demographic information at the time of hiring. Job applicants are asked to submit the same information through the job application website when submitting their job application.
- Every 3 years, the airport administration sends an email to all board members asking them to voluntarily and anonymously enter demographic information through an online survey.

SECTION 7 – POTENTIAL OR KNOWN COMMUNITY IMPACTS

Projects or services receiving federal financial assistance have the potential to touch so many aspects of American life. Thus, in general, no Airport Sponsor activity must have a discriminatory disparate impact on the basis of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age. This means that policies or procedures that have a disparate impact would require a well-documented, substantial, legitimate, nondiscriminatory justification, summarized below. Impacts to protected communities must be avoided or minimized to the extent possible. No project with a discriminatory impact on protected communities will be undertaken.¹⁰

The following airport facilities are already in use or under construction and expected to be in use within the next 3 years:

¹⁰ In order to carry out an alternative with a discriminatory impact, the airport sponsor must demonstrate that there was a substantial legitimate justification for the decision. The sponsor must also show that alternatives with less discriminatory impacts were meaningfully considered and rejected for legitimate reasons.

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Existing Airport Facilities	Affected Community Impacted by Operation of the Facility
Taxiway A1	City of Moab Grand County
Apron	City of Moab
Taxilane	City of Moab

The following airport facility projects (including all alternatives) are in construction or expected to be in construction within the next 3 years:

Airport Facility Construction Projects	Affected Community Impacted by Construction of the Facility
Relocate Taxiway A1	City of Moab Grand County
Heavy Apron Expansion	City of Moab
Taxilane Expansion	City of Moab
Reconstruction Apron	City of Moab
PW/TW/Apron Pavement Maintenance	City of Moab
Rehabilitate Access Road	City of Moab
Construct Perimeter/Wildlife Fence	City of Moab

We have analyzed the above existing facilities and facility construction projects for disparate impacts on the basis of race, color, or national origin (including LEP) in Affected Communities. The following have disparate impacts:

Facilities or Construction Projects with Disparate Impacts	Affected Community Impacted	Impact Can Be Eliminated?
None		

Justifications:

Facilities or Construction Projects	Justification
None	

SECTION 8 – LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166

In creating a Language Assistance Plan, the Airport Sponsor will consider the volume, proportion, or frequency of contact with LEP persons in determining the appropriate language assistance to provide.

In the Community Statistics section, we identified the following languages spoken by LEP persons in Affected Communities.

Language
Spanish

The Airport Sponsor also collects data for languages spoken by airport guests.¹¹ Data sources include:

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Data Sources for Languages Spoken by Airport Guests	Website link to Data Source
Airport language on demand usage data	IU Group https://www.interpreters.com/
Assistance requests to airport information desks	Collected and reported to Canyonlands Regional Airport Administration

Based on the above data, the following additional languages have been identified as likely to be spoken by LEP airport guests:

Language
None

The Title VI Coordinator will also actively engage with community educators, community groups, places of work, business groups, social groups, and the like to confirm that translation and interpretation services are accurate and effective. Additionally, the Title VI Coordinator will inform the leadership and staff of the Airport Sponsor of the responsibility to provide language access. We have made the following plans to provide translation services free of charge to ensure that individuals with LEP have access to the benefits of the airport:

Translation Services

All written notices contain a statement in the identified languages, when appropriate, of how to receive translated written materials.

The following vendors have been identified for written translations:

Translation Vendors	Languages
Google Translate	All Languages listed in Google Translate

Information regarding translation services can be obtained at:

Location for Translation Assistance	Languages
Airport website directed Google Translate link	All Languages listed in Google Translate
Volunteer multi-lingual staff pool	Spanish

¹¹ We aim to provide appropriate language assistance services to every LEP person encountered. This includes instances when LEP statistical data for a particular language was not available beforehand, or the safe harbor threshold for written translation was not met.

Interpretation Services

The following vendors have been identified for interpretation services:

Interpretation Vendors	Languages
IU Group www.interperters.com	Over 200+ languages

Commented [TC3]: interpreters

Information regarding interpretation services can be obtained at:

Location for Interpretation Assistance	Languages
Airport Language Assistance I-Speak Language ID Cards	120 Languages
Airport Interpretation Assistance Phone Number	Over 200+ languages
Assistance requests to airport information desks or staff-Volunteer multi-lingual staff pool	Spanish

Description of Interpretation Assistance Processes
-The Canyonlands Regional Airport's Title VI Coordinator and Administration Office maintains a list of multilingual employees, the languages they speak, and their associated office telephone numbers. The list indicates whether each employee is proficient in providing interpretation and/or translation services. The list is updated annually and provided to all airport employees. Generally, these employee volunteers are available to assist members of the public with verbal real-time interpretation during normal business hours. -The Canyonlands Regional Airport provides on-demand telephone interpretation services to airport guests through IU Group. When a request for an interpreter is received, the following process is used: 1. Airport staff identifies the language spoken by the airport guest. Airport employees have access to I-Speak cards to help identify the language of the guest. 2. Airport Staff contact the IU Group by phone and request the appropriate language. The IU Group operators will connect the requesting party to an interpreter. The completed call is then logged into the IU Groups billing log. This log is sent with the invoice, and the data is recorded and maintained by the Title VI Coordinator.

SECTION 9 – TRANSPORTATION

49 Part CFR 21 Appendix C (a)(1)(ix)

In the Community Statistics section of this plan, we identified Affected Communities and provided demographic and related data for the community populations. The minority and disadvantaged community areas located within the Affected Communities are identified below. Other minority and disadvantaged community areas that are near the airport but not within Affected Communities are also identified below.

We have coordinated with the local transit authorities and planning entities to encourage them to provide transit service access between the airport and these areas.

The following chart identifies existing and planned transit services connecting the airport employment centers with the identified minority and disadvantaged community areas.

Minority and/or Disadvantaged Community Areas	Transit Service	Planned or Existing
Canyonlands Regional Airport	Moab Express – Moab Airport Shuttle www.moabexpress.com	Existing
Canyonlands Regional Airport	Moab Sol Ride www.moabolride.com	Existing
Canyonlands Regional Airport	Moab Toy Taxi www.moabtoytaxi.com *website not working	Existing
Canyonlands Regional Airport	Roadrunner Shuttle www.roadrunnershuttle.com	Existing
Canyonlands Regional Airport	Moab Taxi Moab.Taxi(moabtaxicab.com)	Existing
Grand County / City of Moab	Moab Area Transit www.moabcity.org/615/Moab-Area-Transit	Existing
Uintah County	Basin Transit Association (BTA) www.ridebta.com	Existing
Carbon County	Carbon Transit www.carbontransit.com	Existing

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SECTION 10 – MINORITY BUSINESSES

49 CFR 21 Appendix C (a)(1)(x)

Bids for airport concessions and other business opportunities are solicited from area minority and woman-owned businesses through the following methods:

Airport Business Opportunity	Minority Business Outreach Methods
None	Any future opportunities will be advertised through all local chambers of commerce, minority, and woman-owned business outreach email list

Selections are in compliance with Title VI, Part 21, and related requirements. Information on the award process and documentation for specific bid decisions is kept [within](#) the Airport's Administration Office.

SECTION 11 – TRAINING

New employee orientation incorporates Title VI training. Topics include:

- Title VI and related laws prohibit discrimination on the basis of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age
- Title VI complaints must be forwarded to the Coordinator
- Protections against retaliation for filing civil rights complaints or related actions
- Title VI notices must be displayed throughout the airport's public facilities
- All contracts must include Title VI clauses
- Language interpretation and translation services
- Cultural and community relations sensitivity training
- Anti-harassment training

Refresher information will be provided to employees annually.

SECTION 12 – COMPLIANCE REVIEWS, AUDITS, COMPLAINTS, LAWSUITS, AND OTHER INVESTIGATIONS

FAA Notification. The Coordinator will notify FAA of any pending investigations and reviews, including:

- Compliance reviews or audits concerning civil rights requirements¹²
- Complaints, lawsuits, or other investigations alleging noncompliance with civil rights requirements¹³

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As discussed in the Title VI Complaints Section, Title VI complaints must be forwarded to FAA contacts within 15 days of receipt. For all other civil rights investigations, the Airport Sponsor must notify FAA contacts of any new investigations prior to grant execution.

At regular intervals, the Coordinator will provide FAA contacts with status updates for the investigations and reviews, until completed. For each existing investigation or review completed within 5 years of this plan, the Coordinator will also provide a statement about the outcome, unless previously provided.

¹² Includes any Title VI, ADA, Sec. 504, Title VII/EEO, or other civil rights program compliance review or audit to be performed on the airport sponsor or any of its sub-recipients by any State, local or Federal agency.

¹³ Includes allegations of discrimination based on race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age, whether because of actions of the airport sponsor itself, or its employees, contractors, or tenants. Includes noncompliance with related administrative requirements under civil rights laws.

SECTION 13 – TITLE VI COMPLAINTS

49 CFR 21.11; 49 CFR 21 Appendix C (b)(3); 28 CFR 42.406(d)

Scope. These procedures are for complaints of discrimination under Title VI and related laws (hereafter “Title VI Complaints.” In order to be a Title VI Complaint, the complaint must:

1. Allege discrimination on the basis of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age or violations of administrative requirements under Title VI or related laws.
2. Not only be for employment matters.¹⁴
3. Allege misconduct by the Airport Sponsor, including airport employees, contractors, concessionaires, lessees, or tenants.
4. Concern an airport facility or actions by the Airport Sponsor including airport employees, contractors, concessionaires, lessees, or tenants.

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Rights. Any person who believes that he or she has been subjected to discrimination on the basis of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age has the right to file a complaint with the Airport Sponsor.¹⁵ Alternatively, they can file a formal complaint with an outside agency, such as the U.S. Department of Justice or Transportation or the Federal Aviation Administration (FAA), or seek other legal remedies.

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Receipt of Complaint. The Coordinator will record the complaint and promptly send copies of the initial or formal written complaint to the Airport Director.

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Complaints must be filed within 180 days of the alleged discriminatory event, must be in writing, and must be delivered to:

Tammy Howland, Airport Director
Canyonlands Regional Airport
125 E. Center St.
Moab, UT 84532
Phone: (435) 259-4849 Option 5
Email: airport@howland@grandcountyutah.net

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If a complaint is initially made by phone, it must be supplemented with a written complaint before 180 days after the discriminatory event has passed. If a verbal complaint is received, the complainant should be given a copy of the Airport Discrimination Complaint Procedures and instructed to submit a written complaint. Accommodation will be provided upon request to individuals unable to file a written complaint due to a disability.

¹⁴ Complaints of employment discrimination must be addressed as required by EEOC and other applicable authorities with jurisdiction over employment matters. If an Airport sponsor employment activity is supported by FAA-provided financial assistance or it is alleged that the employment discrimination affects the broader airport program, complaints about that activity must also be reported to FAA.

Initial Procedure. The Coordinator may meet with the complainant to clarify the issues, obtain additional information, and determine if an informal resolution might be possible in lieu of an investigation. If successfully resolved, the Coordinator will issue a closure letter to the complainant, record the disposition in the complaints log, and report the resolution to the FAA.

Discrimination Complaint Referral Procedure

Internal Complaint Referral. All Title VI complaints must be promptly forwarded to the Coordinator within 24 hours.

Initial FAA Notification. A copy of each Title VI complaint will be forwarded to the FAA within 15 days of initial receipt (not the date that the Coordinator was notified). The Coordinator will forward a copy of the complaint, a statement describing all actions taken to resolve the matter, and the results to the FAA Civil Rights staff. (Note: complaints based on disability do not have to be forwarded to FAA.) To transmit complaint information to the FAA, the Coordinator will upload the documentation to the FAA Civil Rights Connect System, which issues automated notifications to FAA staff. The Coordinator will also seek technical assistance from the FAA, as needed, throughout the complaint intake, investigation, and resolution process.

Investigation Procedure

Assignment of Investigator. The Coordinator will immediately begin the investigation or designate an investigator.

Cooperation with FAA. The Coordinator will promptly investigate all Title VI complaints, including those referred by the FAA for investigation. If the FAA is investigating a complaint against Canyonlands Regional Airport, the Coordinator will avoid interfering with the FAA investigation, cooperate with the FAA when needed, and share factual information with the FAA.

Prompt Investigation. The Coordinator will make every effort to complete discrimination complaint investigations within 60 calendar days after the complaint is received. Some investigations may take longer with a justification for the delay and assurance that the investigation is being completed as quickly as possible.

Contact with Complainant. The Coordinator will meet with the complainant to clarify the issues and obtain additional information, and also speak with community members and potential witnesses, as appropriate.

Investigation Report. After completing the investigation, the Coordinator will prepare a written report.

Consultation with Legal Counsel. In each case, the Coordinator will consult with Legal Counsel regarding the investigation and the report. Airport Legal Counsel will ensure that the report is consistent with the DOT and FAA Title VI nondiscrimination requirements.

Prompt Resolution of Disputes. The Coordinator will emphasize voluntary compliance and quickly and fairly resolve disputes with complainants, contractors, tenants, or other persons through the **County's**

approved means for resolving issues, including options such as alternate dispute resolution, negotiation, and/or mediation.

Forwarding Report and Response to Complainant. At the completion of the investigation, the complainant and respondent will receive a letter of findings and determination of the investigation and any applicable resolution. The letter transmitting the findings and any applicable resolution will state Canyonlands Regional Airport’s conclusion regarding whether unlawful discrimination occurred and will describe the complainant’s appeal rights. A summary of the investigation report, any appeal, or follow-up actions will be sent to the FAA via the FAA Civil Rights Connect System.

Appeal Rights. The complainant must be notified of their right to appeal the findings or determinations and of the procedures and requirements for an appeal:

The complainant may appeal in writing to the Grand County AttorneyAirport Director.

The written appeal must be received within 30 business days after receipt of the written decision.

The written appeal must contain all arguments, evidence, and documents supporting the basis for the appeal.

The County Attorney will issue a final written decision in response to the appeal.

Avoiding Future Discrimination. In addition to taking action with respect to any specific instances of discrimination, the Canyonlands Regional Airport will identify and implement measures to reduce the chances of similar discrimination in the future.

Intimidation and Retaliation Prohibited. Canyonlands Regional Airport employees, contractors, and tenants will not intimidate or retaliate against a person who has filed a complaint alleging discrimination.

For information on filing a complaint with DOT/FAA, please contact the Title VI Coordinator.

This complaint procedure is shared with the public through the following methods:

Website, In-person, and Other Distribution Methods
Airport Official Website: https://www.grandcountyutah.net/263/Canyonlands-Regional-Airport
Email Grievance Form
Printout Provided to Individual

Section 14 – POPULATION / LANGUAGE DATA

Full B16001 table for Grand County, Utah from www.census.gov

	Grand County, Utah					
	Total		Below poverty level		Percent below poverty level	
Label	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Population for whom poverty status is determined	9,599	±7	1,505	±403	15.7%	±4.2
AGE						
Under 18 years	1,779	±2	323	±132	18.2%	±7.4
Under 5 years	398	±54	204	±94	51.3%	±23.3
5 to 17 years	1,381	±54	119	±105	8.6%	±7.4
Related children of householder under 18 years	1,779	±2	323	±132	18.2%	±7.4
18 to 64 years	5,946	±142	867	±303	14.6%	±5.0
18 to 34 years	2,356	±258	448	±214	19.0%	±8.5
35 to 64 years	3,590	±239	419	±186	11.7%	±5.1
60 years and over	2,700	±233	473	±220	17.5%	±7.3
65 years and over	1,874	±143	315	±183	16.8%	±9.0
SEX						
Male	4,917	±227	658	±233	13.4%	±4.6
Female	4,682	±227	847	±308	18.1%	±6.5
RACE AND HISPANIC OR LATINO ORIGIN						
White alone	8,368	±276	1,195	±371	14.3%	±4.5
Black or African American alone	2	±4	0	±17	0.0%	±100.0
American Indian and Alaska Native alone	343	±187	209	±134	60.9%	±27.7
Asian alone	137	±102	8	±2	5.8%	±5.4
Native Hawaiian and Other Pacific Islander alone	101	±103	0	±17	0.0%	±28.5
Some other race alone	203	±239	0	±17	0.0%	±15.8
Two or more races	445	±217	93	±86	20.9%	±23.8
Hispanic or Latino origin (of any race)	1,045	±13	163	±152	15.6%	±14.6
White alone, not Hispanic or Latino	7,731	±31	1,042	±354	13.5%	±4.6
EDUCATIONAL ATTAINMENT						
Population 25 years and over	6,897	±278	981	±302	14.2%	±4.3
Less than high school graduate	377	±189	10	±16	2.7%	±4.3
High school graduate (includes equivalency)	1,574	±323	281	±187	17.9%	±10.2
Some college, associate's degree	2,743	±423	388	±227	14.1%	±7.8
Bachelor's degree or higher	2,203	±364	302	±159	13.7%	±6.9
EMPLOYMENT STATUS						
Civilian labor force 16 years and over	5,752	±328	623	±276	10.8%	±4.6
Employed	5,680	±306	565	±246	9.9%	±4.3
Male	3,059	±215	279	±145	9.1%	±4.6
Female	2,621	±255	286	±201	10.9%	±7.4
Unemployed	72	±90	58	±85	80.6%	±41.4
Male	14	±24	0	±17	0.0%	±82.3

	Grand County, Utah					
	Total		Below poverty level		Percent below poverty level	
Label	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Female	58	±85	58	±85	100.0%	±40.4
WORK EXPERIENCE						
Population 16 years and over	8,032	±80	1,182	±329	14.7%	±4.1
Worked full-time, year-round in the past 12 months	3,638	±365	21	±24	0.6%	±0.7
Worked part-time or part-year in the past 12 months	2,553	±422	650	±276	25.5%	±10.2
Did not work	1,841	±278	511	±218	27.8%	±9.3
ALL INDIVIDUALS WITH INCOME BELOW THE FOLLOWING POVERTY RATIOS						
50 percent of poverty level	893	±340	(X)	(X)	(X)	(X)
125 percent of poverty level	1,773	±449	(X)	(X)	(X)	(X)
150 percent of poverty level	2,205	±491	(X)	(X)	(X)	(X)
185 percent of poverty level	3,255	±545	(X)	(X)	(X)	(X)
200 percent of poverty level	3,925	±581	(X)	(X)	(X)	(X)
300 percent of poverty level	5,485	±555	(X)	(X)	(X)	(X)
400 percent of poverty level	6,652	±566	(X)	(X)	(X)	(X)
500 percent of poverty level	7,932	±441	(X)	(X)	(X)	(X)
UNRELATED INDIVIDUALS FOR WHOM POVERTY STATUS IS DETERMINED	2,710	±396	650	±217	24.0%	±7.4
Male	1,421	±300	244	±150	17.2%	±9.2
Female	1,289	±240	406	±184	31.5%	±13.9
15 years	0	±17	0	±17	-	**
16 to 17 years	0	±17	0	±17	-	**
18 to 24 years	295	±146	100	±67	33.9%	±18.5
25 to 34 years	435	±173	10	±16	2.3%	±3.8
35 to 44 years	366	±190	36	±46	9.8%	±12.6
45 to 54 years	184	±94	25	±28	13.6%	±13.8
55 to 64 years	554	±194	164	±108	29.6%	±14.7
65 to 74 years	635	±210	226	±173	35.6%	±21.5
75 years and over	241	±108	89	±92	36.9%	±32.8
Mean income deficit for unrelated individuals (dollars)	7,857	±1,401	(X)	(X)	(X)	(X)
Worked full-time, year-round in the past 12 months	1,022	±274	9	±17	0.9%	±1.7
Worked less than full-time, year-round in the past 12 months	874	±254	229	±124	26.2%	±13.9
Did not work	814	±227	412	±190	50.6%	±15.4
Population in housing units for whom poverty status is determined	9,566	±11	1,482	±403	15.5%	±4.2

Full S1701 table for Grand County, Utah www.census.gov

	Grand County, Utah	
Label	Estimate	Margin of Error
Total:	8,818	±30
Speak only English	8,031	±252
Spanish or Spanish Creole:	370	±141
Speak English "very well"	221	±102
Speak English less than "very well"	149	±110
French (incl. Patois, Cajun):	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
French Creole:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Italian:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Portuguese or Portuguese Creole:	18	±29
Speak English "very well"	18	±29
Speak English less than "very well"	0	±15
German:	48	±53
Speak English "very well"	48	±53
Speak English less than "very well"	0	±15
Yiddish:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Other West Germanic languages:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Scandinavian languages:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Greek:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Russian:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Polish:	9	±14
Speak English "very well"	9	±14
Speak English less than "very well"	0	±15
Serbo-Croatian:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Other Slavic languages:	0	±15

	Grand County, Utah	
Label	Estimate	Margin of Error
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Armenian:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Persian:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Gujarati:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Hindi:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Urdu:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Other Indic languages:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Other Indo-European languages:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Chinese:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Japanese:	10	±16
Speak English "very well"	10	±16
Speak English less than "very well"	0	±15
Korean:	58	±91
Speak English "very well"	0	±15
Speak English less than "very well"	58	±91
Mon-Khmer, Cambodian:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Hmong:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Thai:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Laotian:	0	±15

	Grand County, Utah	
Label	Estimate	Margin of Error
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Vietnamese:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Other Asian languages:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Tagalog:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Other Pacific Island languages:	8	±15
Speak English "very well"	8	±15
Speak English less than "very well"	0	±15
Navajo:	254	±189
Speak English "very well"	227	±211
Speak English less than "very well"	27	±41
Other Native North American languages:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Hungarian:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Arabic:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
Hebrew:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15
African languages:	12	±23
Speak English "very well"	0	±15
Speak English less than "very well"	12	±23
Other and unspecified languages:	0	±15
Speak English "very well"	0	±15
Speak English less than "very well"	0	±15

Section 15 – COMPLETED UNLAWFUL DISCRIMINATION POSTER

Unlawful Discrimination

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or disability in public services and employment opportunities. Allegations of discrimination should be promptly reported to the Airport Manager or:

Federal Aviation Administration
Office of Civil Rights, ACR-1
800 Independence Avenue, S.W.
Washington, D.C. 20591

Federal regulations on unlawful discrimination are available for review in the Airport Manager's Office.

Coordinator: Tammy Howland, Airport Director
Phone: (435) 259-4849 Option 5
Address: 125 E. Center St.
Moab, UT 84532

Discriminacion Illegal

Se prohíbe a los operadores de aeropuertos y a sus arrendatarios, inquilinos, concesionarios y contratistas discriminar contra cualquier persona por motivo de raza, color, nacionalidad de origen, sexo, creencias religiosas, impedimento físico o discapacidad en lo que respecta a servicios públicos y oportunidades de empleo. Las alegaciones de discriminación deberán ser dirigidas inmediatamente al Administrador del Aeropuerto o a:

Federal Aviation Administration
Office of Civil Rights, ACR-1
800 Independence Avenue, S.W.
Washington, D.C. 20591

Los reglamentos sobre discriminación ilegal están a la disposición de los interesados para su examen en la oficina del Administrador del Aeropuerto.

Coordinador: Tammy Howland, Airport Director
Teléfono: (435) 259-4849 Option 5
Dirección: 125 E. Center St.
Moab, UT 84532



U.S. Department of Transportation
Federal Aviation Administration

HQ-101068

Commented [TC7]: Airport Director, at the end of the 1st paragraph, and at the end of the 2nd paragraph. (Not Manager).

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

CANYONLANDS REGIONAL AIRPORT

Grand County, UT



Prepared by Grand County, Utah
for the Federal Aviation Administration

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**DEPARTMENT OF TRANSPORTATION
DBE PROGRAM – 49 CFR PART 26**

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

Grand County, Utah, hereafter referred to as the Sponsor and owner of Canyonlands Regional Airport, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received Federal financial assistance from the Department of Transportation. As a condition of receiving this assistance, the Sponsor has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the Sponsor to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the Sponsor's policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. Promote the use of DBEs in all types of federally assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the marketplace outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Tammy Howland, Airport Director, has been delegated as the DBE Liaison Officer. In that capacity, Tammy Howland is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Sponsor in its financial assistance agreements with the Department of Transportation.

The Sponsor has disseminated this policy statement to the Grand County Commission and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on the Sponsor's DOT-assisted contracts. The distribution was accomplished by advertising the policy statement on the Grand County's Aviation website, www.airportcivilrights.com/canyonlands-regional-airport.

Jacques Hadler, County Commission Chair
Grand County, Utah

Date

GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are elaborated in the policy statement on the first page of this program.

Section 26.3 Applicability

The Sponsor is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The Sponsor will use terms in this program that have their meanings defined in Part 26, §26.5.

Section 26.7 Non-discrimination Requirements

The Sponsor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the Sponsor will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Data Collection and Reporting Requirements

Reporting to DOT:

The Sponsor will provide data about its DBE Program to the Department as directed by DOT and its operating administrations.

DBE participation will be reported to the Federal Aviation Administration (FAA) as follows:

The Sponsor will transmit to the FAA annually, by or before December 1st, the information required for the "Uniform Report of DBE Awards or Commitments and Payments," as described in Part 26. The Sponsor will similarly report the required information about participating DBE firms. All reporting for this purpose will be done through the FAA's designated reporting system.

Bidders List:

The Sponsor will collect bidders list information as described in § 26.11(c)(2) and enter it into the system designated by DOT. The purpose of the bidders list is to compile as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our federally assisted contracts. This data will be used to help set overall goals and provide the Department with data for evaluating the extent to which the objectives of § 26.1 are being achieved.

The Sponsor will obtain the following bidders' list information about all DBE and non-DBEs who bid as prime contractors and subcontractors on each of our federally assisted contracts:

- Firm name
- Firm Address, including Zip code
- Firm's status as a DBE or non-DBE
- Race and gender information for the firm's majority owner
- NAICS code applicable to each scope of work the firm sought to perform in its bid
- Age of the firm
- Annual gross receipts of the firm. The gross receipts can be obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g., less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million, etc.) rather than requesting an exact figure from the firm.

The Sponsor will collect data from all bidders for our federally assisted contracts by requiring them to submit the information in paragraph (c)(2) of this section with their bids or initial responses to negotiated procurements.

The Sponsor will enter this data into the Department's designated system no later than December 1st, following the fiscal year in which the relevant contract was awarded.

The Sponsor will maintain records documenting a firm's compliance with this part's requirements. These records will be retained in accordance with all applicable record retention requirements of the sponsor's financial assistance agreement.

Section 26.13 Assurances Recipients and Contractors Must Make

The Sponsor has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance:

Each financial assistance agreement the Sponsor signs with a DOT operating administration (or a primary recipient) will include the following assurance:

The Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Sponsor's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Contract Assurance:

The Sponsor will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

• The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding as non-responsible.

ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The Sponsor is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year.

The Sponsor is not eligible to receive DOT financial assistance unless DOT has approved this DBE program and the Sponsor is in compliance with it and Part 26. The Sponsor will continue to carry out this program until all funds from DOT financial assistance have been expended. The Sponsor does not have to submit regular updates of the DBE program document as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted to the relevant operating administration for approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

The following individual has been designated as the DBE Liaison Officer for the Sponsor:

Tammy Howland, Airport Director
Canyonlands Regional Airport
125 E. Center St.
Moab, UT 84532
Phone: (435) 259-4849 Option 5
Email: thowland@grandcountyutah.net

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Sponsor complies with all 49 CFR Part 26 provisions. The DBELO has direct, independent access to the Director of Aviation concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in Attachment 2 to this program.

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The DBELO is responsible for developing, implementing, and monitoring the DBE program in coordination with other appropriate officials. The DBELO has a staff consisting of two (2) administrative resources and assistance from the airport's engineering consulting firm to assist in the administration of the program. The duties and responsibilities include the following:

1. The DBELO is responsible for implementing all aspects of the airport's DBE program (49 CFR 26.25), including the requirement to actively monitor DBE goal attainment, analyze attainment shortfalls, and identify ways to improve attainment.
2. Gathers and reports statistical data and other information as required by the DOT.
3. Review Prime Contracts and Subcontracts to confirm compliance with program requirements.
4. Collaborates with Engineering and Planning Consultants to establish project and tri-annual goals.
5. Make bid notices and requests for proposals available to DBEs in a timely manner.
6. Verifies that DBE goals (both race-neutral methods and contract-specific) are included in solicitations, bidding documents, contracts, and procurement processes and monitors outcomes.
7. Regularly reviews compliance with the DBE program and identifies opportunities for improvement.
8. Participates in pre-bid meetings.
9. Assesses contractor adherence to good faith efforts.
10. Supports DBEs by providing information on bid preparation and obtaining bonding and insurance.
11. Participates in DBE training seminars.
12. Conducts outreach to DBEs and community organizations to inform them about available opportunities.

Section 26.27 DBE Financial Institutions

The Sponsor's policy is to investigate services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, make reasonable efforts to use these institutions, and encourage prime contractors on DOT-assisted contracts to use them. The Sponsor includes a link to the FDIC's current Minority Depository Institutions (MDIs) and the U. S. Department of Treasury – Bureau of the Fiscal Service along with a list of any known institutions in the County in the construction project pre-bid meeting notes provided to potential contractors and sub-contractors and in the Contract Documents. The contract clause is provided below:

DBE FINANCIAL INSTITUTIONS: The Sponsor encourages the Contractor and Subcontractors to utilize the services of financial institutions owned and controlled by socially and economically disadvantaged individuals in the community. You can find a link to Minority-Owned Financial Institutions and their branches on the FDIC website: <https://www.fdic.gov/regulations/resources/minority/mdi.html> or the U. S. Department of Treasury – Bureau of the Fiscal Service <https://fiscal.treasury.gov/mbdp/>.

The availability of such institutions will be investigated on an annual basis by searching the Utah DBE Directory using the NAICS codes 522110 Commercial Banking and 522130 Credit Unions. The Sponsor also searched the

website of the U. S. Department of Treasury – Bureau of the Fiscal Service (www.fiscal.treasury.gov) and the website of the Federal Deposit Insurance Corporation (www.fdic.gov) for Minority Owned Financial Institutions and their branches in the State of Utah. At the creation of this program, there were no Minority-Owned Financial Institutions ~~were~~ identified.

Section 26.29 Prompt Payment Mechanisms

The Sponsor requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements in accordance with all relevant federal, state, and local laws. Prompt payment and return of retainage requirements also apply to lower-tier subcontractors.

In accordance with 49 CFR § 26.29, the Sponsor established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the Sponsor. The contract clause is provided below:

Prompt Payment (49 CFR § 26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ~~(seven (7))~~ days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

The Sponsor ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to § 26.29, the Sponsor has selected the following method to comply with this requirement:

- The Sponsor will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Sponsor payment to the prime contractor.
- For every airport construction project funded under Federal grant assistance programs, the Sponsor includes the applicable clause from FAA Advisory Circular 150/5370-10 (General Provisions Section 90-06) pertaining to the selected retainage method. The applicable clause will be included verbatim. However, if state or local prompt payment laws provide for payment in less than 30 days, any reference to "30 days" will be revised accordingly.

Prompt Payment Monitoring for DBEs and Non-DBEs

The Sponsor clearly understands and acknowledges that reliance on complaints or notifications from subcontractors about a contractor's failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism. Therefore, the Sponsor undertakes proactive monitoring and oversight of prime contractors' compliance with subcontractor prompt payment and return of retainage requirements of 49 CFR Part 26. Such monitoring activities will be accomplished through the following method(s):

- **Submission of Payment Applications:** Prompt payment compliance will be monitored through the submission of Pay Applications.
- **Listing of Subcontractors:** With each pay application, the Prime Contractor must provide a list of all actively working subcontractors on the Airport's construction project, detailing the total contract amount and the amount to be paid from the pay application.
- **Prime Contractor Prompt Payment Certification:** With the exception of the initial payment application each subsequent payment application must be submitted with the *Prime Contractor Prompt Payment Certification Form* to be deemed complete and accurate. This form details the date the prime contractor received payment from the Sponsor, the date the prime contractor paid the subcontractor, and amount paid. The form includes written certification and proof of payment for all actively working subcontractors on the Airport's construction projects within seven (7) days of receipt of payment.
- **Notification to Subcontractors:** An email notification will be sent to all actively working subcontractors on the Airport's construction project upon payment submission. Subcontractors have 15 days from receipt of this email to either confirm receipt of payment and submit proof or dispute the payment information on record.
- **Final Prime Contractor Prompt Payment Certification:** Following final disbursements to subcontractors the prime contractor is required to submit a final prime contractor prompt payment certification to document project completion.

The Sponsor requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the Sponsor's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the Sponsor or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

The Sponsor proactively reviews contract payments to subcontractors, including DBEs, in sequence with the Pay Applications typically submitted by the prime contractor monthly. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the Sponsor by the prime contractor.

Prompt Payment Dispute Resolution

The Sponsor will take the following steps to resolve disputes as to whether timely prompt payment and retainage releases are being made as required by § 26.29.

- **Prompt Payment Verification:** Once the Sponsor is notified by the subcontractor, Resident Project Representative, and/or the Project Manager that there is a prompt payment dispute, the Sponsor will investigate and gather payment information from the subcontractor. They will then request proof of payment from the Prime Contractor and the specified time frame.
- **Withholding Payments:** The Prime Contractor's payment can be temporarily withheld until satisfactory resolution of the payment dispute is achieved.
- **Contractual Remedies:** The Sponsor can enforce contractual remedies such as liquidated damages or other provisions specified in the contract for prompt payment violations.

- **Compliance Monitoring:** Enhance monitoring and oversight mechanisms for the remainder of the project to proactively identify and address potential prompt payment issues before they escalate into disputes.

The Sponsor has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

- (1) Alternative dispute resolution (ADR)
 - a. **Mediation:** The DBE Liaison Officer (DBELO) can then hold a meeting with both parties to help resolve the dispute amicably and efficiently.
 - b. **Neutral Evaluation/ Mediation:** The DBE Liaison Officer (DBELO) can bring in an unbiased third-party ~~Ne~~utral evaluator to provide an objective perspective and help facilitate communication and negotiation between the parties.
 - c. **Arbitration:** The DBELO can bring in an arbitrator to make a binding decision.
- (2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed. The ~~cont~~ract clause is provided below:

The Sponsor requires that all subcontractors performing work on DOT-assisted and non-DOT contracts be promptly paid for work performed pursuant to their agreements in accordance with all relevant federal, state, and local laws. Prompt payment and return of retainage requirements also apply to lower-tier subcontractors.

The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed and provides proof of payment to the Sponsor.

Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to:

- Advise~~ing~~ subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract.
- Issue~~ing~~ a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met.
- Assessing Liquidated Damages
- Disqualifying the Contractor from future bidding as non-responsible.

- (3) Other mechanisms and failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to:
 - Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract.

- Issue a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met.
- Assessing Liquidated Damages
- Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- **Initiating a Complaint:** If the affected subcontractor is reluctant to approach the prime contractor directly regarding payment concerns or encounters difficulties in resolving payment discrepancies, they are encouraged to initiate a formal complaint by contacting the Resident Project Representative and/or the Project Manager and/or the DBE Liaison Officer (DBELO).
- **Escalation Process:** If filing a prompt payment complaint with the Resident Project Representative and/or the Project Manager and/or the DBELO does not result in timely and effective action by the Sponsor to resolve prompt payment disputes, the affected subcontractor may escalate the complaint to the responsible FAA contact.
- **Reporting Requirements:** Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all prompt payment complaints must be reported in a format acceptable to the FAA. This report should include:
 - The nature and origin of the complaint.
 - Steps taken to resolve the complaint.
 - The final resolution of the complaint.

Enforcement Actions for Noncompliance of Participants

The Sponsor provides appropriate means to enforce the requirements of § 26.29. These means include:

- **Withholding Payments:** The Prime Contractor's payment can be temporarily withheld until satisfactory resolution of the payment dispute is achieved.
- **Compliance Monitoring:** Enhance monitoring and oversight mechanisms for the remainder of the project to proactively identify and address potential prompt payment issues before they escalate into disputes.
- **Contractual Remedies:** The Sponsor can enforce contractual remedies which may result in the termination of the contract or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to:
 - Adviseing subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract.
 - Issueing a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met.
 - Assessing Liquidated Damages

- Disqualifying the Contractor from future bidding as non-responsible.
- (4) The Sponsor will actively implement the enforcement actions detailed above. The contractual remedies as listed in the contract are provided below:

Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to:

- Adviseing subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract.
- Issueing a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met.
- Assessing Liquidated Damages
- Disqualifying the Contractor from future bidding as non-responsible.

Section 26.31 Directory of Certified Firms

The Sponsor is a non-certifying Utah Unified Certification Program (UCP) member. The UCP maintains a directory identifying all firms eligible to participate as DBEs and/or ACDBEs, and it contains all the elements required by §26.31. The directory lists all firms eligible to participate as a DBE and/or ACDBE in the program. In the listing for each firm, the UCP directory includes the following details about the firm:

- Business address
- Business phone number
- Firm website(s);
- The types of work the firm has been certified to perform as a DBE and/or ACDBE.
- The type of work a DBE and/or ACDBE is eligible to perform is listed by using the most specific NAICS code available to describe each type of work the firm performs. Pursuant to § 26.81(n)(1) and (3), the UCP directory allows for NAICS codes to be supplemented with specific descriptions of the type(s) of work the firm performs.
- The UCP directory may include additional data fields of other items readily verifiable in State or locally maintained databases, such as State licenses held, Pre-qualifications, and Bonding capacity.
- The UCP directory is an online system that permits the public to search and/or filter for DBEs by physical location, NAICS code(s), work descriptions, and any additional data fields of readily verifiable optional information described above.

The directory includes a prominently displayed disclaimer stating that the information within the directory does not guarantee the DBE's capacity and ability to perform work.

Section 26.33 Over-concentration

The Sponsor has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development and Mentor-Protégé Programs

The Sponsor has not established a Business Development Program or a Mentor-Protégé Program as described by 49 CFR Part 26.

Section 26.37 Monitoring Responsibilities

The Sponsor implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants and describes and sets forth these mechanisms in this DBE program.

The Sponsor actively monitors the attainment of overall goals by maintaining a running tally that provides for a frequent comparison of cumulative DBE awards/commitments to DOT-assisted prime contract awards to determine whether our implementation of contract goals is projected to be sufficient to meet the annual goal. The Sponsor will maintain the running tally for overall goal using the prompt payment monitoring procedures in section 26.29. This mechanism to maintain a running tally of overall goal attainment will be used to inform the Sponsor's decisions to implement goals on contracts to be advertised, according to our established contract goal-setting process.

The Sponsor actively monitors participation with respect to each DBE commitment by using a running tally that provides for a frequent comparison of payments made to each listed DBE relative to the progress of work, including payments for such work to the prime contractor. The Sponsor will maintain the running tally for overall goal monitoring using the prompt payment monitoring procedures in section 26.29. These contract-specific running tallies will be used to determine whether the contractor is on track with meeting its DBE commitment and whether any projected shortfall exists that requires the prime contractor's good faith efforts to address to meet the contract goal pursuant to § 26.53(g).

Monitoring Contracts and Work Sites

The Sponsor reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (*e.g.*, as the result of modification to the contract) is actually performed by the DBEs to which the work was committed, and such work is counted according to the requirements of § 26.55. Worksite monitoring for counting and commercially useful function review is performed by the Sponsor. The monitoring of work sites to assess commercially useful functions will include interviews with staff members and supervisors at the job site, photographic documentation of people and equipment performing the work, reviews of invoices and supply payments, vehicle and equipment ownership or lease verification (such as registration or lease agreements), and any other supporting documents necessary to determine the business is performing a commercially useful function.

Contracting records reviewed by the Sponsor and the Engineering Consultant's Project Services Team will require prime contractors to provide copies of subcontracts for review. Reviews of contracting records will include verifying mandatory contract language is included in prime and subcontracts, verifying prohibited terms and conditions are

not present, and confirming the type and amount of work described in a subcontract aligns with representations made by the prime and subcontractor in any related letters of intent. The Sponsor will maintain written certification that contracting records have been reviewed and work sites have been monitored to ensure the counting of each DBE's participation is consistent with its function on the contract.

Section 26.39 Fostering Small Business Participation

The Sponsor has created a small business element to structure contracting requirements to facilitate competition from small business concerns. It has taken all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small businesses from participating in procurements as prime contractors or subcontractors.

The small business element is incorporated as Attachment 10 to this DBE Program. The program elements will be actively implemented to foster small business participation. The Sponsor acknowledges that implementation of the small business element is required for us to be considered by DOT as implementing our DBE program in good faith.

GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The Sponsor does not use quotas or race-conscious set-asides in any way in the administration of this DBE program.

Section 26.45 Overall Goals

The Sponsor will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), the Sponsor will submit its Overall Three-year DBE Goal to FAA by August 1st of the year in which the goal is due, as required by the schedule established by FAA.

The DBE goals will be established in accordance with the two-step process as specified in 49 CFR Part 26.45. If the Sponsor does not anticipate awarding prime contracts whose cumulative total value exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect, and the Sponsor will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Step 1. The first step is to determine a base figure for the relative availability of DBEs in the market area. The Sponsor will use a Disparity Study, if available and applicable, DBE Directory information and the US Census Bureau Data, and any additional methods that comply with §26.45 as a method to determine the base figure. The Sponsor understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2. The second step is to adjust, if necessary, the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. The Sponsor will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Any methodology selected will be based on demonstrable evidence of local market conditions and designed to ultimately attain a goal rationally related to the relative availability of DBEs in the Sponsor’s market.

In establishing the overall goal, the Sponsor will provide consultation and publication. This includes consultation with minority, women’s, and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by the Sponsor to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal-setting process, and it will occur before the Sponsor is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which the Sponsor engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, the Sponsor will publish a notice announcing the proposed overall goal before submission to the FAA on August 1st. The notice will be posted on the Sponsor’s official internet website and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the FAA, the revised goal will be posted on the Sponsor’s official Internet website.

The Overall Three-Year DBE Goal submission to FAA will include any information and comments received, who provided the comment, and how the Sponsor considered and responded to any comments and information received before finalizing the goal.

The Sponsor will begin using the overall goal on October 1 of the relevant period unless other instructions from the FAA have been received.

Project Goals

If permitted or required by the FAA, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances with the concurrence of the appropriate operating administration. A project goal is an overall goal, and it must meet all the substantive and procedural requirements pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from

which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

Prior Operating Administration Concurrence

The Sponsor understands that prior FAA concurrence with the overall goal is not required. However, if the FAA review suggests that the overall goal has not been correctly calculated or that the method employed by the Sponsor for calculating goals is inadequate, the FAA may, after consulting with the Sponsor, adjust the overall goal or require that the goal be adjusted by the Sponsor. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal-setting principles and best practices identified by the Department in guidance issued pursuant to § 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

Section 26.47 Failure to meet overall goals

The Sponsor cannot be penalized or treated by the Department as being in noncompliance with Part 26 because DBE participation falls short of an overall goal unless the Sponsor fails to administer its DBE program in good faith.

The Sponsor understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

The Sponsor understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

- Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;
- Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met;
- The Sponsor will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraphs (c)(1) and (2) of this section. We will retain a copy of the analysis and corrective actions in records for a minimum of three years and will make it available to the FAA upon request.

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Section 26.51 Means Recipients Use to Meet Overall Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

The Sponsor will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses by means such as those provided under §26.39;
2. Providing assistance in overcoming limitations such as the inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs and other small businesses on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring the distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs and other small businesses to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

The Sponsor will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses by means such as those provided under §26.39.

Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year unless the use of contract goals becomes necessary in order to meet the overall goal.

Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to

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the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of the total amount of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals

Demonstration of good faith efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeree that has made good faith efforts to meet the contract goal. The bidder/offeree can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in [Appendix A to Part 26](#).

The DBELO or Engineering Consulting Firm is responsible for determining whether a bidder/offeree who has not met the contract goal has documented sufficient good faith efforts to be regarded as Responsive.

The Sponsor will ensure that all information is complete and accurate and adequately documents the bidder/offeree's good faith efforts before committing to the performance of the contract by the bidder/offeree.

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeree:

1. Award of the contract will be conditioned on meeting the requirements of this section;
2. All bidders or offerors will be required to submit the following information to the recipient at the time provided in paragraph (3) of this section:
 - a. The names and addresses of DBE firms that will participate in the contract;
 - b. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
 - c. The dollar amount of the participation of each DBE firm participating;
 - d. Written documentation of the bidder/offeree's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
 - e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment. Each DBE listed to perform work as a regular dealer or distributor must confirm its participation according to the requirements of § 26.53 (c)(1).
 - f. If the contract goal is not met, evidence of good faith efforts (as elaborated in [Appendix A](#) of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract;
3. The bidder/offeree will be required to present the information stipulated in paragraph (2) of this section:

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4. Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures;

Provided that, in a negotiated procurement, such as a procurement for professional services, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by the Sponsor. This paragraph (b)(3)(ii) does not apply to a design-build procurement, which must follow the provisions in paragraph (e) of 49 CFR § 26.53.

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For each DBE listed as a regular dealer or distributor, the Sponsor will make a preliminary counting determination to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in §§ 26.55(e)(2)(iv)(A), (B), (C), and (3) under the contract at issue. The preliminary determination will be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. Where the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, the Sponsor will make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

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In a design-build contracting situation, in which [Recipient] solicits proposals to design and build a project with minimal project details at time of letting, [Recipient] may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of § 26.53(b). To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amounts) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, [Recipient] will provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. [Recipient] and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

The Sponsor will apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, the Sponsor will count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

Administrative Reconsideration of Good Faith Efforts determinations

Within 10 days of being informed by the Sponsor that it is not responsive because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidders/offerors should make this request in writing to the reconsideration official:

Gabriel Woytek
Grand County Clerk / Auditor
125 East Center St.
Moab, UT 84532
Phone: (435) 259-1322
Email: gwoytek@grandcountyutah.net

The reconsideration official will not have played any role in the original determination that the bidder/offeree did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeree will have the opportunity to provide written documentation or argument concerning whether it met the goal or made adequate good-faith efforts to do so. The bidder/offeree will have the opportunity to meet in person with the reconsideration official to discuss whether the goal was met or whether the bidder/offeree made adequate good-faith efforts to do so. The bidder/offeree will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good-faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts procedural requirements (post-solicitation/award)

The Sponsor will include in each prime contract the contract clause required by § 26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that the Sponsor deems appropriate if the prime contractor fails to comply with the requirements of this section.

The Sponsor will require the awarded contractor to make a copy of all DBE subcontracts available upon request. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower-tier subcontractors perform in accordance with the provisions of Part 26.

The Sponsor will require that a prime contractor not terminate a DBE or any portion of its work listed in response to § 26.53(b)(2) (or an approved substitute DBE firm per § 26.53(g)) without our prior written consent unless the Sponsor causes the termination or reduction. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient. This requirement applies to instances that include but are not limited to when a prime contractor seeks to perform work originally designed for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Sponsor will include in each prime contract a provision stating that:

1. The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Sponsor's written consent as provided in § 26.53(f); and
2. Unless the Sponsor consent is provided under § 26.53(f), the prime contractor must not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

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The contract provision is provided below:

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Sponsor. Unless Sponsor consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Sponsor may provide such written consent only if it agrees, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the listed DBE or any portion of its work.

Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award. For purposes of § 26.53(f)(3), good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215, and 1200 or applicable state law;
- (6) The Sponsor has determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides to ~~T~~the Sponsor written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; and
- (10) Other documented good cause that the Sponsor determines compels the termination of the DBE subcontractor.

Before transmitting to the ~~Sponsor~~Sponsor, the request to terminate a DBE subcontractor or any portion of its work, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Sponsor sent concurrently, of its intent to request to terminate and the reason for the proposed request.

The prime contractor's written notice must give the DBE five (5) days to respond, advising the Sponsor and the prime contractor of the reasons, if any, why it objects to the proposed termination of its subcontract or portion thereof and why the Sponsor should not approve the prime contractor's request. If required in a particular case as a matter of public necessity (e.g., safety), the Sponsor may provide a response period shorter than five (5) days.

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In addition to post-award terminations, the provisions of this section apply to pre-award deletions or changes to DBEs or their listed work put forward by offerors in negotiated procurements.

When a DBE subcontractor or a portion of its work is terminated by the prime contractor as provided in § 26.53(f), or if work committed to a DBE is reduced due to overestimations made prior to award, the prime contractor must use good faith efforts to include additional DBE participation to the extent needed to meet the contract goal. The contractor shall document the good faith efforts. If the Sponsor requests documentation under this provision, the contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days, if necessary, at the request of the contractor. The Sponsor shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

Section 26.55 Counting DBE Participation (when a contract goal is established)

DBE participation will be counted toward overall and contract goals as provided in § 26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in § 26.87(j).

For FAA-funded projects, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and may be counted for DBE credit toward overall and contract goals on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

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CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The Sponsor is not a non-certifying member of the Utah Unified Certification Program (UCP) and relies upon the UCP's determinations of certification eligibility. The Sponsor relies on the State UCP to use Subpart D of Part 26's certification standards to determine the firms' eligibility to participate as DBEs in DOT-assisted contracts. The Sponsor also relies on the State Certifying UCP members to make all certification decisions based on the facts as a whole. A firm must meet all certification eligibility standards to be certified as a DBE.

For information about the certification process or to apply for certification, firms should contact:

Utah Department of Transportation
Civil Rights Department
Salt Lake City, UT 84114
(801) 965-4000

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UDOT Civil Rights Administrative Secretary (801) 965-4208

Email address: contactudot@utah.gov

Website Link: <https://www.udot.utah.gov/connect/business/civil-rights/>

Link to electronic application portal: <https://www.udot.utah.gov/connect/business/civil-rights/>

The Uniform Certification Application form, Personal Net Worth statement, and documentation requirements can be reviewed at <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>.

CERTIFICATION PROCEDURES

Any procedures included in this document are highlights only. Detailed certification procedures are enumerated in the full Utah UCP agreement. The full UCP agreement can be found in Attachment 9 of this document.

Section 26.81 Unified Certification Programs

The Sponsor is a member of a Unified Certification Program (UCP) administered by the Utah Department of Transportation (UDOT). The UCP will meet all certification standards and procedures requirements of Subparts D and E of Part 26.

COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to the Sponsor

The Sponsor understands that if it fails to comply with any requirement of this part, the Sponsor may be subject to formal enforcement action under § 26.103 or § 26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. FAA Program sanctions may include actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122.

The Sponsor understands that, as provided in statute, it will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because it has been prevented from complying because a Federal court has issued a final order in which the court found that the requirement is unconstitutional.

Section 26.103 Enforcement Actions Applicable to FAA Programs

Compliance reviews

The FAA may review the recipient's compliance with this part at any time, including reviews of paperwork and on-site reviews, as appropriate. The Office of Civil Rights may direct the operating administration to initiate a compliance review based on complaints received.

Section 26.105 Enforcement Actions Applicable to FAA Programs

Compliance with all requirements of this part by airport sponsors and other recipients of FAA financial assistance is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

The provisions of § 26.103(b) and this section apply to enforcement actions in FAA programs.

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Any person who knows of a violation of this part by a recipient of FAA funds may file a complaint under 14 CFR part 16 with the Federal Aviation Administration Office of Chief Counsel.

Section 26.107 Enforcement Actions Applicable to Participating Firms

If a firm that does not meet the eligibility criteria of subpart D of this part attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department may initiate suspension or debarment proceedings against the firm under 2 CFR parts 180 and 1200.

If a firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against youthem under 2 CFR parts 180 and 1200.

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In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

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The Department may take enforcement action under [49 CFR Part 31](#), Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under [49 CFR part 31](#).

The Department may refer to the Department of Justice for prosecution under [18 U.S.C. 1001](#) or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

Section 26.109 Confidentiality, Cooperation, and Intimidation or Retaliation

In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program, release of which is not prohibited by Federal law.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to DOT in any certification appeal proceeding under § 26.89 or to any other state to which the individual's firm has applied for certification under § 26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a grounds for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The Sponsor, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. The Sponsor understands it is noncompliant with Part 26 if it violates this prohibition.

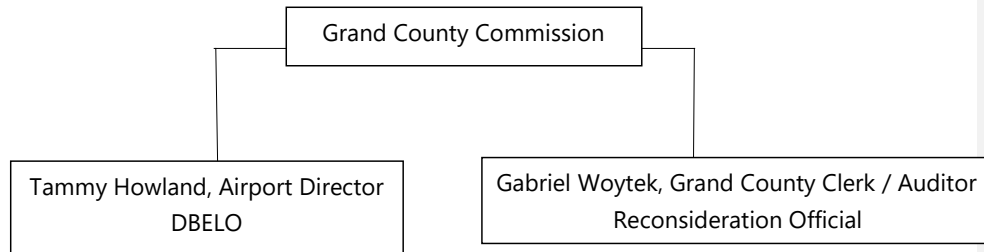
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ATTACHMENT 1 REGULATION: 49 CFR PART 26 (eCFR) WEBSITE LINK

DBE program regulations are codified in Title 49 of the Code of Federal Regulations, Part 26. They can be retrieved using the following link to the Electronic Code of Federal Regulations:

<https://www.ecfr.gov/current/title-49/subtitle-A/part-26>

ATTACHMENT 2 ORGANIZATIONAL CHART



ATTACHMENT 3 BIDDERS LIST COLLECTION FORM

BIDDERS LIST COLLECTION FORM

Prime Contractor

Firm Name:

Certified DBE: ☐ Yes ☐ No

Firm Address:

City:

State:

Zip Code:

Contact Name:

Email Address:

Phone:

NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☐ Other	☐ Less than 1 year	☐ Less than \$1 million
	☐ Hispanic American	☐ 1 - 3 years	☐ \$1 - \$3 million
	☐ Asian-Pacific American	☐ 4 - 7 years	☐ \$3 - \$6 million
	☐ Subcontinent Asian American	☐ 8 - 10 years	☐ \$6 - \$10 million
	☐ Native American	☐ More than 10 years	☐ Over \$10 million

Gender of Majority Owner

☐ Male ☐ Female ☐ Other

Sub Contractor

Firm Name:

Certified DBE: ☐ Yes ☐ No

Firm Address:

City:

State:

Zip Code:

Contact Name:

Email Address:

Phone:

Gender of Majority Owner

☐ Male ☐ Female ☐ Other

Sub Contractor

Firm Name:

Certified DBE: ☐ Yes ☐ No

Firm Address:

City:

State:

Zip Code:

Contact Name:

Email Address:

Phone:

Gender of Majority Owner

☐ Male ☐ Female ☐ Other

Sub Contractor			
Firm Name: _____		Certified DBE: ☐ Yes ☐ No	
Firm Address: _____		City: _____	State: _____ Zip Code: _____
Contact Name: _____		Email Address: _____	Phone: _____
NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☐ Other	☐ Less than 1 year	☐ Less than \$1 million
	☐ Hispanic American	☐ 1 - 3 years	☐ \$1 - \$3 million
	☐ Asian-Pacific American	☐ 4 - 7 years	☐ \$3 - \$6 million
	☐ Subcontinent Asian American	☐ 8 - 10 years	☐ \$6 - \$10 million
	☐ Native American	☐ More than 10 years	☐ Over \$10 million
Gender of Majority Owner			
☐ Male ☐ Female ☐ Other			

Sub Contractor			
Firm Name: _____		Certified DBE: ☐ Yes ☐ No	
Firm Address: _____		City: _____	State: _____ Zip Code: _____
Contact Name: _____		Email Address: _____	Phone: _____
NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☐ Other	☐ Less than 1 year	☐ Less than \$1 million
	☐ Hispanic American	☐ 1 - 3 years	☐ \$1 - \$3 million
	☐ Asian-Pacific American	☐ 4 - 7 years	☐ \$3 - \$6 million
	☐ Subcontinent Asian American	☐ 8 - 10 years	☐ \$6 - \$10 million
	☐ Native American	☐ More than 10 years	☐ Over \$10 million
Gender of Majority Owner			
☐ Male ☐ Female ☐ Other			

Sub Contractor			
Firm Name: _____		Certified DBE: ☐ Yes ☐ No	
Firm Address: _____		City: _____	State: _____ Zip Code: _____
Contact Name: _____		Email Address: _____	Phone: _____
NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☐ Other	☐ Less than 1 year	☐ Less than \$1 million
	☐ Hispanic American	☐ 1 - 3 years	☐ \$1 - \$3 million
	☐ Asian-Pacific American	☐ 4 - 7 years	☐ \$3 - \$6 million
	☐ Subcontinent Asian American	☐ 8 - 10 years	☐ \$6 - \$10 million
	☐ Native American	☐ More than 10 years	☐ Over \$10 million
Gender of Majority Owner			
☐ Male ☐ Female ☐ Other			

Please copy page if you need to add more subcontractors.

ATTACHMENT 4 LINK TO UCP DIRECTORY OF CERTIFIED FIRMS

The Utah UCP directory may be found at the following website:

https://lookerstudio.google.com/u/0/reporting/22964b2d-4cad-4a19-92f0-860f71b09689/page/p_xkk5om9ykd

ATTACHMENT 5 OVERALL DBE THREE-YEAR GOAL METHODOLOGY

The DBE Three-Year Goal Methodology is submitted as a separate document.

ATTACHMENT 6 DEMONSTRATION OF GOOD FAITH EFFORTS - FORMS 1, 2, and 3

The following, Form 1: Disadvantaged Business Enterprise (DBE) Utilization and Form 2: Letter of Intent, and 3: DBE Regular Dealer/Distributor Affirmation Form, are for purposes of assessing bidders'/offerors' good faith efforts and are provided as part of the solicitation documents.

FORM 1:

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORM

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner:

- ☐ The bidder/offeror has met the DBE contract goal.
The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

- ☐ The bidder/offeror has not met the DBE contract goal.
The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract and has submitted documentation demonstrating good faith efforts.

Legal name of bidder/offeror's firm

Bidder/Offeror Representative:

Name & Title

Signature

Date

FORM 2:

LETTER OF INTENT FORM

The authorized representative (AR) named below must be an individual vested with the authority to make contracting decisions on behalf of the firm. If the bidder/offeror does not receive the award of the prime contract, any and all representations in this Letter of Intent shall be null and void. Submit this form for each DBE subcontractor.

Name of Bidder/Offeror's Firm

Name & Title of Firm's AR

Phone

Email

Name of DBE Firm

Name & Title of DBE Firm's AR

Phone

Email

Address

City

State/ Zip

Work to be performed by DBE firm:

Description of Work	NAICS	Dollar Amount / % ¹	Manufacturer/Regular Dealer/Distributor/Broker ²

¹ Percentage is to be used only in negotiated procurements
² For DBE suppliers only, state how the DBE will perform. For dealer/distributor/broker, Form 3 must be included.

The undersigned bidder/offeror is committed to utilizing the DBE firm named above for the work described above. The total expected dollar value of this work is \$ _____. The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. The bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

Signature of Bidder/Offeror's Authorized Representative

Date

The undersigned DBE affirms that it is ready, willing, and able to perform the amount and type of work described above and is properly certified to be counted for DBE participation.

Signature of DBE's Authorized Representative

Date

FORM 3: **DBE REGULAR DEALER/DISTRIBUTOR AFFIRMATION FORM**

Link to Form: <https://www.transportation.gov/sites/dot.gov/files/2024-04/DBE%20Regular%20Dealer-Distributor%20Affirmation%20Form-Pending%20OMB%20approval%2004-17-2024.pdf>

OMB Approval Pending 04/17/2024							
 U.S. Department of Transportation	DBE Regular Dealer/Distributor Affirmation Form						
Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(v)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan. DISCLAIMER: This form has not yet received OMB/PRA approval and is subject to change. We are making it available for your voluntary use.							
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">DBE Name:</td><td style="width: 40%;">Bidder Name:</td></tr><tr><td>Authorized DBE Representative (Name and Title):</td><td>Contract Name/Number:</td></tr><tr><td></td><td></td></tr></table>		DBE Name:	Bidder Name:	Authorized DBE Representative (Name and Title):	Contract Name/Number:		
DBE Name:	Bidder Name:						
Authorized DBE Representative (Name and Title):	Contract Name/Number:						
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">Total Subcontract/Purchase Order Amount:</td><td style="width: 40%;">NAICS Code(s) Related to the Items to be Sold/Leased:</td></tr><tr><td></td><td></td></tr></table>		Total Subcontract/Purchase Order Amount:	NAICS Code(s) Related to the Items to be Sold/Leased:				
Total Subcontract/Purchase Order Amount:	NAICS Code(s) Related to the Items to be Sold/Leased:						
1. Will <u>all</u> items sold or leased be provided from the on-hand inventory at your establishment? ☐ YES ☐ NO (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below. If "NO" Continue.) a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)? ☐ YES ☐ NO (If "YES," Go to Question 2. If "NO" Continue.) b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory? ☐ YES ☐ NO* (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below. *If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.) 2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate? ☐ YES ☐ NO¹ (If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. STOP here. Read and sign the affirmation below.) ¹ If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.) 3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility)? ☐ YES² ☐ NO³ a) Will you be using sources <u>other than</u> the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased? ☐ YES² ☐ NO³ ² If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased <u>may</u> be counted at 40%. ³ If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted. I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials. Printed Name and Signature of DBE Owner/Authorized Representative: The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder. Printed Name and Signature of Bidder's Authorized Representative:							

ATTACHMENT 7 ADMINISTRATIVE ENFORCEMENT MECHANISMS

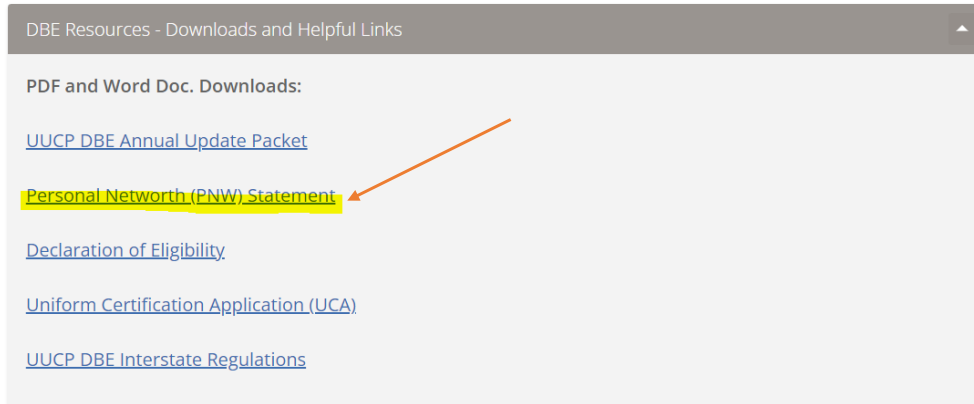
The Sponsor has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract.
 - Withholding of monthly progress payments;
 - Assessing sanctions;
 - Liquidated Damages; and/or
 - Disqualifying the Contractor from future bidding as non-responsible.
2. Breach of contract action, pursuant to the Utah State Code:

Utah (UT): Breach of contract actions are covered under the Utah Code Annotated, particularly in Title 78B (Judicial Code), Chapter 5 (Judicial Remedies), and specific sections such as 78B-6-801 to 78B-6-807.

ATTACHMENT 8 DBE CERTIFICATION APPLICATION FORM & PERSONAL NET WORTH STATEMENT

The DBE Certification Application Form and Personal Net Worth Statement can be found at the following link:
<https://www.udot.utah.gov/connect/business/civil-rights/>



ATTACHMENT 9 STATE'S UCP AGREEMENT

Utah's Transit Authority, Salt Lake City Department of Airports, UDOT, City of Logan, and Park City UCP Agreement.

AGREEMENT ESTABLISHING UTAH UNIFORM CERTIFICATION PROGRAM FOR DISADVANTAGED BUSINESS ENTERPRISES

THIS AGREEMENT is made and entered into by and between the Utah Transit Authority ("UTA"), the Salt Lake Corporation for the benefit of the Salt Lake City Department of Airports ("SLCDA"), the Utah Department of Transportation ("UDOT"), the City of Logan, and Park City, hereinafter collectively referred to as the "parties".

RECITALS

WHEREAS, prior to execution of this Agreement, 49 C.F.R. Part 26 requires federal transportation fund recipients of a state to create a Unified Certification Program ("UCP") as part of each recipient's disadvantaged business enterprise program; and

WHEREAS, the parties are recipients of United States Department of Transportation ("USDOT") financial assistance. As used in this Agreement, "recipient" is defined as set forth in 49 C.F.R. Part 26; and

WHEREAS, all recipients of federal transportation funds in this State are covered by the requirements of 49 C.F.R. Part 26, and are also required to participate in a Unified Certification Program; and

WHEREAS, The Utah Interlocal Cooperation Act, Utah Code Ann. 11-13-1 to 11-13-37 (2001) authorizes two or more governmental units to jointly or cooperatively exercise the powers, privileges or authorities vested in them individually; and

WHEREAS, the parties desire to join together for cooperative action pursuant to that Act, to carry out the requirements of 49 C.F.R. Part 26, and to establish a Utah Unified Certification Program ("UUCP"); and

WHEREAS, the governing board, or authorized agent, of each party has authorized the entering into of the Agreement and the establishment of the UUCP.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive therefrom, the parties agree as follows:

AGREEMENT

I. PURPOSE

The parties have entered into this Agreement to create a Utah Unified Certification Program ("UUCP") for the State of Utah in compliance with 49 C.F.R. Section 26.81. The work of the UUCP will be performed by three "certifying recipients," meaning three agencies with

established DBE programs that will continue to certify DBEs on behalf of all recipients. The three certifying recipients are UDOT, UTA, and SLCDA. All certification actions under this UUCP shall be binding on all USDOT recipients within this State.

II. ORGANIZATION OF THE UUCP

A. Certifying Recipients; Duties.

The certifying recipients shall make all certification decisions on behalf of all USDOT recipients in the State with respect to participation in the USDOT DBE program. The certifying recipients under the UUCP shall be UDOT, UTA and SLCDA. In particular, UTA shall be responsible for certifications in the area of public transit construction and public transit-related services (e.g., transit-related planning, engineering and design services, staffing services, or office supply merchants), SLCDA shall be responsible for certifications in the area of airport-specific expertise and airport concessions, and UDOT shall be responsible for certifications in the area of general construction for highways and airports and all other areas.

Each certifying recipient shall independently evaluate, and make decisions on, DBE certification applications and affidavits of no change in accordance with 49 C.F.R. Part 26.

B. One-Stop Shopping.

Once a firm is certified as a DBE by one of the certifying recipients, that firm shall be deemed certified as such under the UUCP.

C. Unified Directory.

UDOT agrees to host and maintain a unified DBE directory for this State in accordance with 49 C.F.R. Section 26.31. UDOT shall maintain the DBE directory in electronic format, and shall make the Directory available to the public through its website. The directory shall list each firm certified under the UUCP. Each recipient shall provide a link on its website to the UDOT website.

Each certifying recipient shall have ongoing internet access to review, and to make changes to, the directory. Each certifying recipient shall update the directory to reflect certification additions, deletions or changes within its purview. The certifying recipient shall promptly update the directory, but in no event later than 14 days after the effective date of any such additions, deletions, or changes. UTA and SLCDA shall pay a one-time licensing fee of twenty-five dollars (\$ 25.00) to UDOT for use of the electronic directory.

On a semi-annual basis, UDOT shall distribute a printed copy to each recipient, which shall also be made available to the public upon request.

III. UUCP PROCEDURES

A. Federal Requirements.

The UUCP will be implemented in accordance with 49 C.F.R. Part 26. The recipients agree to comply with all requirements of that Part 26. Each recipient shall cooperate fully with oversight, review, and monitoring activities of USDOT and its operating administrations, and shall implement USDOT directives and guidance concerning certification matters.

B. Applications; Timing; Form.

The recipients will use a universal application form that satisfies the requirements of 49 C.F.R. Part 26, which will be modified as needed to comply with applicable federal laws and regulations. (Attachment 1.) The application form shall request that the applicant indicate the category of work that the applicant anticipates engaging in to allow UDOT to appropriately direct the application for certification review under paragraph A of Section II of this Agreement.

All applications for DBE certification shall be submitted to UDOT. Within seven (7) days after receipt of an application, UDOT shall forward the application for review and decision to the appropriate certifying recipient based on the category of work selected by the applicant. If an applicant does not select a category of work, UDOT will be responsible for processing that application.

C. Out-of-State Applications.

A firm located outside this State seeking DBE certification under the UUCP shall apply for certification as a DBE in the same manner as an in-state firm, except that the firm located outside this State must be certified in their home state before seeking certification under the UUCP.

D. Waiting Period for Denied or Decertified Firms.

A firm that has been denied certification, or that has been decertified, by a certifying recipient must wait one year before subsequently applying for certification under this UUCP.

E. Appeals.

An appeal of a certification action shall be made to the United States Department of Transportation in accordance with 49 C.F.R. Part 26. As used in this Agreement, a "certification action" means a decision by a certifying recipient to deny, approve, or revoke a DBE certification, or to process an affidavit of no change.

F. Third Party Complaints.

Any complaint by a third party, or a person or entity who is not representing the certifying recipient or the subject firm, regarding a certification action, shall be investigated by the certifying recipient.

G. Implementation.

The UUCP shall be fully implemented within 120 calendar days after the Secretary of Transportation approves the UUCP in accordance with the following schedule:

- (1) The certifying recipients will meet within 30 days after the Secretary's approval of the UUCP to agree on organizational matters including, but not limited to, meeting schedules and the use of the unified DBE directory. In addition, within 30 days after the Secretary's approval, the recipients shall notify all DBEs presently certified of the grandfathering requirements set forth in paragraph H.
- (2) Within 60 days after the Secretary's approval of the UUCP, UDOT will post the unified DBE directory on its website.
- (3) Within 90 days after the Secretary's approval of the UUCP, each party to this Agreement shall begin to use the unified procedures set forth in the UUCP.

H. Grandfathered Firms.

A firm certified as a DBE in this State before the implementation of the UUCP is eligible to continue its certification as a DBE under the UUCP if (1) the firm is certified under the February 2, 1999, federal regulations on DBE certifications on the date prior to implementation of this UUCP, (2) the firm has met all reporting requirements since its certification, including but not limited to all required personal net worth statements and Affidavits of No Change, and (3) the governmental entity that previously certified the firm has completed an on-site visit report within three years before the implementation of the UUCP.

The entity that certified a grandfathered firm shall continue to administer the certification status of the firm until the firm's certification lapses, but in any event no later than three years after the date of the original certification.

Upon the expiration of a grandfathered firm's certification, the firm must seek any future certification through the UUCP process.

I. Document Retention.

Each certifying recipient shall retain all documents relating to certification actions taken by that certifying recipient in accordance with applicable federal and State laws and regulations.

J. Maintenance of Business and Financial Information.

Each certifying recipient shall safeguard from disclosure to unauthorized persons information that may reasonably be considered confidential business information consistent with the requirements of federal, State and local law. Each certifying recipient will classify records as confidential or private in accordance with such requirements. The recipients recognize that it is the responsibility of persons seeking records to comply with the applicable provisions of Utah's Governmental Records Access Management Act (GRAMA).

K. Audits.

Once every three years, beginning in 2005, the UUCP's certifying recipients shall carry out a practices and financial audit of the UUCP. The practices audit shall include a sampling of certification actions of each certifying recipient during the previous three years. Once completed, the audit shall be submitted to the governing body or executive employee of each certifying recipient to be used for consideration of UUCP processes or consideration of modifications to this Agreement.

IV. COSTS AND INDEMNIFICATION.

A. UUCP Membership Costs.

1. *General Cost Allocation.* The administrative costs of the UUCP shall be shared by all recipients. The annual contribution paid by each recipient to support the UUCP shall be based on the recipient's relative share of USDOT financial assistance awarded during the federal fiscal year. The proportionate share owed by the certifying recipients shall be offset by costs incurred by the certifying recipients to perform certification actions for the benefit of all recipients.

2. *Calculation of Proportionate Share of Federal Funds.* Within 15 days after the end of the federal fiscal year, each recipient shall calculate, and provide to UDOT a statement of, its proportionate share of USDOT financial assistance received by the recipient during that federal fiscal year. For purposes of this subparagraph (2), "USDOT financial assistance" shall not include moneys allocated by the federal government for the procurement of vehicles or specialized equipment covered under 49 C.F.R. 26.49.

3. *Annual Calculation of Certifying Recipients' Costs.* Throughout the federal fiscal year, each certifying recipient shall document hours spent by staff to perform certification actions. Within 15 days after the end of the federal fiscal year, each certifying recipient shall calculate, and provide to UDOT a written invoice of, its costs of certification actions performed by the certifying recipient during that federal fiscal year. The costs shall be determined by multiplying 2.54 (the "cost factor") by the number of hours performed by the certifying recipient's staff to perform certification actions during the federal fiscal year, and by the hourly wage of such staff. The certifying recipients agree that the certifying recipients' costs, as calculated under this subparagraph, amounts to a fair and complete sum of all direct and indirect costs of performing certification actions for the UUCP. The certifying recipients further agree to perform certification actions in a timely manner and at all time in full compliance with the requirements of 49 C.F.R. Part 26.

Any invoice submitted to UDOT under this subparagraph (3) shall include (A) a certified statement of accuracy by all staff persons whose hours comprise a part or all of the hours used in the calculation of costs hereunder, (B) the total number of certification actions performed by the certifying recipient during the federal fiscal year, including itemization of the total number of original certifications, recertifications, decertifications, and affidavits of no change, and (C) the amount of federal financial assistance awarded to the certifying recipient, as calculated under subparagraph (2).

Any costs calculated under this subparagraph (3) shall not include time and expenses associated with site visits.

Not less than triennially, beginning in 2005, the parties shall review the cost factor and determine whether an adjustment of that factor is appropriate.

4. *Calculation of Total Costs of Administering UUCP.* Based on the information received under subparagraph (3), UDOT shall compute the total costs of administering the UUCP during the federal fiscal year.

5. *Calculation of Annual UUCP Contribution of Non-Certifying Recipients.* For each non-certifying recipient, the annual UUCP contribution of that recipient shall be determined by multiplying the percentage of USDOT financial assistance received by that recipient, as compared with all other recipients, by the total costs of administering the UUCP, as calculated under subparagraphs (2) and (4), respectively.

In no event will the annual UUCP contribution of a non-certifying recipient exceed ten percent (10 %) of the total costs of administering the UUCP in the prior federal fiscal year. Solely for purposes of measuring 10 % of the total costs of administering the UUCP, the total costs of administering the UUCP shall be considered \$ 85,000.00 during the first full year of implementation of the UUCP and, in each year thereafter, the total costs of administering the

UUCP shall be based on the actual total costs of administering the UUCP in the prior federal fiscal year. This paragraph is intended to set a maximum contribution for non-certifying recipients, but shall not be construed in any manner as affecting the method of calculation of a non-certifying recipient's proportionate share under subparagraph (2).

6. *Calculation of Annual UUCP Contribution of Certifying Recipients.* For each certifying recipient, the annual UUCP contribution of that recipient shall be determined in the same manner as set forth in subparagraph (5), except that the product calculated under that subparagraph shall be reduced by the certifying recipient's costs of performing certification actions, as calculated under subparagraph (3).

7. *UDOT Billing.* Within sixty (60) days after receipt of a statement of financial assistance under subparagraph (2) in the case of a non-certifying recipient, or an invoice under subparagraph (3) in the case of a certifying recipient, UDOT shall compute and transmit to each recipient a final billing statement. Recipients shall submit payment consistent with the final billing statement within 30 days after the date of that statement. If a certifying recipient is entitled to reimbursement upon calculation of the its annual UUCP contribution under subparagraph (6), UDOT shall submit a reimbursement payment to the certifying recipient within 60 days after receipt of the certifying recipient's statement of financial assistance.

B. Participation of Indirect Recipients.

The three certifying recipients, and two other direct recipients who receive financial assistance directly from USDOT, have signed this Agreement. All other recipients that receive such financial assistance in the State of Utah receive it through UDOT, and for each grant, award or disbursement of such financial assistance, UDOT shall cause the recipient to enter into a Cooperative Agency Agreement containing the following provision:

By signing this Cooperative Agency Agreement, [recipient] agrees that the Utah Unified Certification Program ("UUCP") certifies Disadvantaged Business Enterprises ("DBEs") for the State of Utah, and that [recipient] will rely on UUCP determinations to obtain any DBE contractors and consultants that may be required in connection with this grant. [Recipient] further agrees that it is subject to the requirements of the UUCP and the "Agreement Establishing Utah Uniform Certification Program for Disadvantaged Business Enterprises" dated _____, including but not limited to the UUCP financial contribution requirements outlined in that agreement.

C. Indemnification.

1. In the event of a claim arising from a decision not to grant DBE certification, the certifying recipient that performed the challenged certification action shall be solely responsible for any costs, damages, and attorneys' fees that may be awarded to the firm raising the claim.

2. In the event of a claim challenging the certification process or methods used by a particular certifying recipient, that certifying recipient shall be solely responsible for any costs, damages, and attorneys' fees awarded to the claimant.

3. In the event of a claim challenging the UUCP created under this Agreement, the recipients shall jointly and severally bear any costs, damages, and attorneys' fees awarded to the claimant and any penalties imposed by a court or a federal agency or department. The recipients agree to work cooperatively to determine defense responsibilities under this subparagraph (3).

V. TERM AND GENERAL PROVISIONS.

A. Term.

This Agreement shall be effective immediately upon its execution by all the parties hereto and the approval of the UUCP by the Secretary of the USDOT. This Agreement and the UUCP shall continue in force as long as required by federal laws and regulations, and shall so bind all recipients, except for recipients that terminate participation under paragraph B of this Section V. In accordance with Utah Code Annotated Section 11-13-17 (1965), in no event shall this Agreement extend for a term of more than fifty (50) years.

B. Early Termination.

Any party to this Agreement may terminate its relationship to the UUCP upon a showing of non-recipient status, provided approval is given by USDOT for such termination. Upon such termination, participation of that party in the UUCP shall be immediately revoked.

C. Limited Agreement.

This Agreement is limited in scope and nothing contained in this Agreement shall imply any relationship between any of the signing parties beyond the creation and implementation of the UUCP. This Agreement shall not be construed to limit the parties' interactions with DBE firms in so far as such interactions do not relate to certification matters.

D. Requirements under Utah Interlocal Cooperation Act.

In satisfaction of the requirements of the Act and in connection with this Agreement, the parties agree as follows:

- (1) This Agreement shall be authorized by resolution of the governing body of each party that is subject to Section 11-13-17 of the Act;
- (2) This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each party that is subject to Section 11-13-9 of the Act;
- (3) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party that is subject to Section 11-13-10 of the Act;
- (4) Except as set forth under Section V.B of this Agreement, this Agreement may be terminated only by and upon the express prior written consent of the Secretary of the USDOT and all of the parties; and
- (5) Except as otherwise specifically provided in this Agreement, any real or personal property acquired by any party, or by the parties jointly, pursuant to this Agreement or in conjunction with the UUCP shall be acquired and held, and disposed of by such party upon termination of this Agreement as agreed among the parties or as otherwise required by applicable local, State and federal law.

E. Ethics.

The parties agree to comply with all applicable federal, State, and local ethics laws, regulations, and ordinances.

F. Severability.

In the event any one or more of the provisions contained in this Agreement are for any reason held by a court of competent jurisdiction in the State of Utah to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

G. Execution of Agreement.

This Agreement may be executed in any number of counterparts and by either of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof, and the retransmission of any signed facsimile transmission hereof, shall be the same as delivery of an original.

H. Modification.

This Agreement shall not be amended or modified except in writing with the consent of all parties. However, this Agreement may be modified solely to add or delete a non-certifying recipient without the consent of all of the parties. This paragraph shall not be construed to prevent the exchange of letters signed by all certifying recipients to further clarify, but not to change, processes under Section II.A.

I. Correspondence.

Any correspondence with the UUCP or with UDOT in connection with this Agreement, shall be directed to:

Civil Rights Section
Utah Department of Transportation
P.O. Box 141520
Salt Lake City, Utah 84114-1520

J. Attorneys' Fees.

Each party to this Agreement shall bear its own costs and attorneys' fees related to commencing legal action to enforce its rights under this Agreement. The parties shall endeavor in good faith to informally resolve any dispute relating to this Agreement.

K. Headings.

The headings of sections and paragraphs are included solely for convenience. If a conflict exists between any heading and the text of this Agreement, the text shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

UTAH DEPARTMENT OF TRANSPORTATION

BY: _____
Title:

DATE: _____

APPROVED AS TO FORM:

BY: _____
Legal Counsel

**SALT LAKE CORPORATION, FOR THE BENEFIT OF
THE SALT LAKE CITY DEPARTMENT OF AIRPORTS**

BY: _____
Title:

DATE: _____

APPROVED AS TO FORM:

BY: _____
Legal Counsel

UTAH TRANSIT AUTHORITY

BY: _____
John M. English, General Manager

BY: _____
Kenneth D. Montague, Director
of Finance and Administration

DATE: _____

APPROVED AS TO FORM:

BY: _____
Legal Counsel

CITY OF LOGAN

BY: _____
Douglas E. Thompson
Mayor of City of Logan

DATE: _____

PARK CITY

BY: _____
Title:

DATE: _____

L. Headings.

The headings of sections and paragraphs are included solely for convenience. If a conflict exists between any heading and the text of this Agreement, the text shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

UTAH DEPARTMENT OF TRANSPORTATION

BY: *Jan Njord*
Title: Executive Director

DATE: Feb. 20, 2002

APPROVED AS TO FORM:

BY: *Mark Riedler*
Legal Counsel

SALT LAKE CITY CORPORATION

Ross C. "Rocky" Anderson

DATE: _____

ATTEST:

CHIEF DEPUTY CITY RECORDER

L. Headings.

The headings of sections and paragraphs are included solely for convenience. If a conflict exists between any heading and the text of this Agreement, the text shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

UTAH DEPARTMENT OF TRANSPORTATION

BY: _____
Title: _____

DATE: _____

APPROVED AS TO FORM:

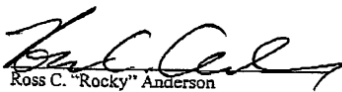
BY: _____
Legal Counsel

RECORDED

MAR 05 2002

CITY RECORDER

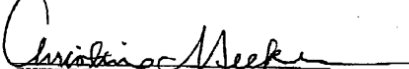
SALT LAKE CITY CORPORATION


Ross C. "Rocky" Anderson

DATE: _____

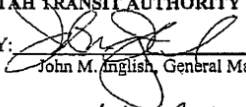
APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 19 Feb 02
By SP

ATTEST:


CHIEF DEPUTY CITY RECORDER



UTAH TRANSIT AUTHORITY

BY: 
John M. English, General Manager

BY: 
Kenneth D. Montague, Director
of Finance and Administration

DATE: 2/22/02

APPROVED AS TO FORM:

BY: 
Legal Counsel

CITY OF LOGAN

BY: _____
Douglas E. Thompson
Mayor of City of Logan

DATE: _____

APPROVED AS TO FORM:

BY: _____

ATTEST:

CITY RECORDER

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Geoff Straw

(435) 713-8617

p. 1

UTAH TRANSIT AUTHORITY

BY: John M. English, General Manager

BY: Kenneth D. Montague, Director
of Finance and Administration

DATE: _____

APPROVED AS TO FORM:

BY: Legal Counsel

CITY OF LOGAN

BY: Douglas E. Thompson
Mayor of City of Logan

DATE: 2/25/02

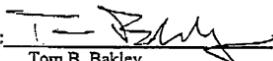
APPROVED AS TO FORM:

BY: Kimberly Housley

ATTEST:

Lois Duce
CITY RECORDER

PARK CITY MUNICIPAL CORPORATION

BY: 
Tom B. Bakley
Title:

DATE: 2/4/02

ATTACHMENT 10 SMALL BUSINESS ELEMENT

Objective

Grand County, Utah, (Sponsor), owner of **Canyonlands Regional Airport** has established a Race/ Gender Neutral Small Business Element (SBE) to provide for the structuring of contracting requirements and concession opportunities to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The Sponsor has established a Small Business Element in accordance with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23 and Part 26.

Strategy

To achieve the objective, the Sponsor will use a combination of strategies.

Unbundling: Where feasible, the Sponsor will unbundle projects or opportunities by separating large contracts into smaller contracts, making the contracting opportunity more suitable for small business participation. During bid and procurement processes, the Sponsor will review applicable documents to determine if a portion of the project/opportunity can be bid separately to better facilitate small business participation. For example, unbundling on a construction project might include bidding site preparation separately from pavement work, and unbundling on a concession opportunity might include separating food and beverage opportunities based on airport capacity.

Small Business Participation: While there is no specific numerical goal assigned to small business participation, the prime contractor/concessionaire should make every effort to solicit small business concerns to participate as sub-contractors/concessionaries, service providers, suppliers, etc. The contract clause will encourage the participation of small businesses in the execution of the DOT-assisted contracts and concession procurement opportunities. The contract verbiage follows:

Small Business Participation – The Sponsor has established a Small Business Element in accordance with 49 CFR Part 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation, the prime contractor should make every effort to solicit small business concerns (as defined in 13 CFR Part 121) to participate as sub-contractors, service providers, suppliers, etc.

Bid Procurement: The bid procurement documents will include the form entitled *Fostering Small Business Participation*, which is included with this SBE. The bidder/offeror will be required to submit the completed form with initial proposals under contract negotiation procedures. The form is attached at the end of this section.

Furthermore, small businesses that are considering expanding, opening, or relocating a business [within in Moab City Limits](#) are encouraged to call the Moab City Treasurer's Office at 435-259-5123 [and the Grand County Clerks/Auditor's office at 435-259-1321 for all other areas of Grand County](#)for information, including local business incentives and access to revolving loan funds, entrepreneur training and counseling, and more.

Lastly, the Sponsor will encourage and aid in facilitating small business and DBE/ACDBE certification. To actively and effectively increase small business participation, the Sponsor will refer small businesses to:

- The U.S. Small Business Administration and the SBA website www.sba.gov or <https://certify.sba.gov/> for information regarding numerous certifications, contracting support, loans, counseling, etc.;
- An AC/DBE certifying authority for the State of Utah is UDOT [Civil Rights | UDOT \(utah.gov\)](http://CivilRights.UDOT.utah.gov) for those small businesses not yet AC/DBE certified who might meet the eligible criteria; and
- The FAA website www.faa.gov/airports/aip for any questions they might have regarding the Airport Improvement Program.

Definition

The Airport has reviewed the guidelines of §26.39 and developed the below definitions:

DBE/ACDBE certified firms are eligible to participate in the Sponsor's SBE.

- **Disadvantaged Business Enterprise (DBE):** a for-profit small business concern.
 1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged; and
 2. Whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it.
 3. Personal Net Worth standards – should be consistent with 49 CFR Part 26 thresholds.
 4. Small businesses meeting the criteria outlined below are eligible to participate in the Sponsor's SBE without regard to race or gender.
 5. The size standard should be consistent with 49 CFR 26.5 and must be no larger than the Small Business Administration's size standards. DBE and small firms eligible for the program should be similarly sized to reduce competitive conflict between DBE and non-DBE firms.
- **Airport Concession Disadvantaged Business Enterprise (ACDBE):** a firm seeking to operate as a concession that is a for-profit small business concern.
 1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 3. Small businesses meeting the criteria outlined below are eligible to participate in the Sponsor's SBE without regard to race or gender.
- **DBE Small Business Concern:** defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121: [eCFR :: 13 CFR Part 121 -- Small Business Size Regulations](#)) that also does not exceed the cap on average annual gross receipts specified in §26.65(b) [eCFR :: 49 CFR Part 26 -- Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs](#).

- **ACDBE Small Business Concern:** a for profit business that does not exceed the size standards of §23.33 [eCFR :: 49 CFR 23.33 -- What size standards do recipients use to determine the eligibility of applicants and ACDBEs?](#).

Small businesses meeting the criteria outlined below are eligible to participate in the Sponsor's SBE without regard to race or gender.

- **Small Business:** a for-profit business of relatively limited size, as measured by its revenue, number of employees, or both. "Small" is defined in accordance with SBA size standards [eCFR :: 13 CFR Part 121 -- Small Business Size Regulations](#).

Furthermore, and for clarification:

- certified AC/DBE firms are eligible to participate in the Small Business Element,
- all size standards as stated above are consistent with 49 CFR §23.3 or 49 CFR §26.5 and must be no larger than the Small Business Administration's size standards, and
- all businesses meeting the criteria outlined in the Sponsor's SBE will be considered to be small businesses without regard to race or gender.

For additional information pertaining to the Small Business Size Act and size regulations, see the U.S. Small Business Administration website (www.SBA.gov).

Verification

The Sponsor will diligently attempt to minimize fraud and abuse in the SBE of its DBE /ACDBE program by verifying the program eligibility of firms. The verification will rely on information provided and verified by the Sponsor and not exclusively on local, state, and/or Minority and Women Business Enterprise Certifications, the Small Business Administration 8(a) certification, or other programs that include race, gender, and geographical considerations. The verification will meet the race-neutral requirements of §26.39 or §23.26. The Sponsor will accept the following certifications for participation in the SBE with applicable additional requirements:

Jurisdiction	Certification	Link	Bid Submission Requirements
Utah	Utah Small Business (SB)	www.utah.gov/business/	Provide proof of certification from the certifying agency
Federal	Disadvantaged Business Enterprise (DBE)	www.udot.utah.gov/connect/business/civil-rights/	
Federal	Airport Concessionaire Disadvantaged Business Enterprise (ACDBE)	www.udot.utah.gov/connect/business/civil-rights/	
Federal	Women-Owned Small Business (WOSB)	https://www.sba.gov/federal-contracting/contracting-assistance-programs/women-owned-small-business-federal-contract-program	
Federal	Economically Disadvantaged Women-Owned Small Businesses (EDWOSB)	https://www.sba.gov/federal-contracting/contracting-assistance-programs/veteran-contracting-assistance-programs	
Federal	Veteran-Owned Small Business (VOSB) Service-Disabled Veteran-Owned Small Businesses (SDVOCB)	https://www.sba.gov/federal-contracting/contracting-assistance-programs/hubzone-program	
Federal	HUBZone	https://www.sba.gov/federal-contracting/contracting-assistance-programs/8a-business-development-program	
Federal	Small Business Administration 8(a) Business	https://www.sba.gov/federal-contracting/contracting-assistance-programs/8a-business-development-program	

Businesses not certified under any of the programs listed above but believe that their business qualifies as a small business in accordance with 13 CFR Part 121 are required to complete the Small Business Verification Form, which is included in this SBE. The Small Business Verification Form does not take into consideration race or gender in the determination of meeting the small business requirement. The Sponsor will review the Small Business Verification

Form and the provided tax returns, to make a determination if the business meets the Small Business requirements. Firms will also be referred to the appropriate certifying agency to pursue certification.

Monitoring/Record Keeping

The Sponsor will track and monitor participation by DBE/ACDBEs and other small businesses that result from the implementation of this SBE. Participation will be reported annually as part of the Uniform Report of DBE/ACDBE Participation.

The Sponsor will track and report participation by certified DBE/ACDBEs achieved through our Small Business Element, using the same reporting mechanisms implemented in our AC/DBE program through 49 CFR Part §26.37/§23.29. These records will be retained in accordance with applicable record retention requirements for the recipient's financial assistance agreement or a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the recipient's financial assistance agreement, whichever is longer.

For those small businesses that are not DBE/ACDBE certified, the Sponsor will track their participation using the form entitled Fostering Small Business Participation. This form will be compared to pay applications for construction projects or the Quarterly ACDBE Utilization Report for concessions.

Implementation

The Sponsor will actively and immediately implement the SBE to foster small business participation. The Sponsor understands that doing so is a requirement of good faith implementation of the AC/DBE Program.

The Sponsor designates the DBELO as the responsible person for overseeing and implementing the SBE.

Assurances

- The Small Business Element is permitted under state law;
- Certified DBE/ACDBEs that meet the size criteria established under the element are presumptively eligible to participate in the element;
- No geographic preferences or limitations imposed on any contract/concession opportunities included in the Sponsor's element;
- No limits are placed on the number of contract/concessions opportunities awarded to firms participating in the element, but every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses;
- Aggressive steps will be taken to encourage minority and women-owned firms eligible for DBE/ACDBE certification to become certified; and
- The program is open to small businesses regardless of their location (i.e., there is no local or other geographic preference).

SBE FORM 1: FOSTERING SMALL BUSINESS PARTICIPATION FORM

FOSTERING SMALL BUSINESS PARTICIPATION

Background 49 CFR §23.26 AND §26.39

The Sponsor has established a Small Business Element in accordance with 49 CFR Part 23 and 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation the prime contractor/concessionaire should make every effort to solicit small business concerns (as defined in 13 CFR Part 121) to participate as sub-contractors/sub-concessionaries, service providers, suppliers, etc.

The Sponsor encourages small business participation, including small disadvantaged businesses (DBE & ACDBE), 8(a) business development Program (8a), women-owned small businesses (WOSB /EDWOSB), veteran-owned small businesses (VOSB), service-disabled veteran-owned small businesses (DVOSB), HUBZone small businesses (HUBzone), State SBE, and SBA Mentor-Protégé (SBA MP).

Prime Information

Firm Name:

Firm Address:

Contact Name:

City:

State:

Zip Code:

Email Address:

Phone:

Small Business Firms to be Utilized

Firm Name:

Firm Address:

Contact Name:

City:

State:

Zip Code:

Email Address:

Phone:

Is the currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, please complete the Non-Certified Small Business Verification Form.

☐ AC/DBE

☐ 8a

☐ WOSB/EDWOSB

☐ VOSB/SDVOSB

☐ HUBZone

☐ State SBE

☐ SBA Mentor-Protégé (SBA MP)

NAICS Code(s)	Description of Work to be Performed	Estimated Total Cost of Work
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
	Total Amount	\$ -

Firm Name:

Firm Address:

Contact Name:

City:

State:

Zip Code:

Email Address:

Phone:

Is the currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, please complete the Non-Certified Small Business Verification Form.

☐ AC/DBE

☐ 8a

☐ WOSB/EDWOSB

☐ VOSB/SDVOSB

☐ HUBZone

☐ State SBE

☐ SBA Mentor-Protégé (SBA MP)

NAICS Code(s)	Description of Work to be Performed	Estimated Total Cost of Work
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
	Total Amount	\$ -

Firm Name:

Firm Address:

Contact Name:

City:

State:

Zip Code:

Email Address:

Phone:

Is the currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, please complete the Non-Certified Small Business Verification Form.

☐ AC/DBE

☐ 8a

☐ WOSB/EDWOSB

☐ VOSB/SDVOSB

☐ HUBZone

☐ State SBE

☐ SBA Mentor-Protégé (SBA MP)

NAICS Code(s)	Description of Work to be Performed	Estimated Total Cost of Work
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
	Total Amount	\$ -

Prime Signature

Signature:

Print Name:

Title:

Company Name:

Date:

Reviewer Certification (For use by Sponsor Only)

Signature:

Print Name:

Title:

Company Name:

Date:

SBE FORM 2: **NON-CERTIFIED SMALL BUSINESS VERIFICATION FORM**

NON-CERTIFIED SMALL BUSINESS VERIFICATION FORM

Firm Information

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

Business Profile

Describe the primary activities of your firm: _____ Associated NAICS Codes: _____

Number of Employees

Full-time: _____ Part-time: _____ Total: _____

Gross Receipts of Firm

Gross Receipts of Firm for the last 3 years:	Year: _____	Total Receipts: \$	-
Attach tax returns for the last three years.	Year: _____	Total Receipts: \$	-
	Year: _____	Total Receipts: \$	-

Gross Receipts for all Affiliates

Gross Receipts of Affiliates for the last 3 years:	Year: _____	Total Receipts: \$	-
Affiliates are defined in accordance with the Small Business Administration (SBA) definition.	Year: _____	Total Receipts: \$	-
Attach tax returns for all affiliate firms for the last three years.	Year: _____	Total Receipts: \$	-

Firm Signature

The firm attests that the presented information is accurate and correct.

Signature: _____	Company Name: _____
Print Name: _____	Date: _____
Title: _____	

Reviewer Certification (For use by Sponsor Only)

The above presented information and attachments have been reviewed and it is concluded that: ☐ Meets the requirements of a Small Business ☐ Does not meet the requirements of a Small Business

Signature: _____	Employer: _____
Print Name: _____	Date: _____
Title: _____	

End of Document

COMMUNITY PARTICIPATION PLAN

CANYONLANDS REGIONAL AIRPORT

Moab, UT



Prepared by Grand County, Utah
for the Federal Aviation Administration

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AIRPORT SPONSOR COMMUNITY PARTICIPATION PLAN (CPP)¹

SECTION 1 - ADMINISTRATION

The purpose of this CPP is to ensure that stakeholders or communities affected¹ by Grand County, Utah, henceforth referred to as the "Airport Sponsor", projects or operations can be informed and participate and have their input thoughtfully considered in the key stages during airport planning efforts, regardless of their race, color, national origin, sex, sexual orientation, gender identity, creed, age, or disability (hereafter, the "protected bases"). This plan is provided in accordance with Title VI of the Civil Rights Act of 1964 (Title VI) and related authorities.² This plan and associated reports regarding our CPP efforts will be communicated to the public in formats accessible to persons with disabilities and to limited English proficient (LEP) individuals.

The individuals primarily responsible for implementing the Airport Sponsor CPP are:

Responsible Official	Title, Office, and Responsibilities
Tammy Howland	Airport Director, Administration, Leadership/Oversight/Operations

Responsible official's contact information is shared with the public through the following methods:

Website, In-person, and Other Communication Methods
1. Website: https://www.grandcountyutah.net/263/Canyonlands-Regional-Airport
2. Social Media Site(s): Facebook- www.facebook.com/iflycny/
3. In-person, to airport staff who will direct to administrative office staff Mon-Fri 8 am – 5 pm
4. Via US Mail, upon request, by writing to the Title VI Coordinator, Canyonlands Regional Airport, Administrative Office, 125 E. Center St., Moab, UT 84532.
5. Email: airport@grandcountyutah.net

In addition, the Airport Sponsor will ensure that members of the public are advised of our nondiscrimination obligations. This includes how to file discrimination complaints with the Airport Sponsor and the FAA. We will also conspicuously display the FAA-provided Unlawful Discrimination Posters at airport facilities. See the Notice section of the Airport Sponsor's Title VI Plan.

Airport Sponsor also makes this CPP available through the following methods when engaging members of the public concerning planning efforts:

¹ Within this CPP, the term "affected" also means *served*, in addition to *positively or negatively impacted*.

² Related authorities include the Age Discrimination Act of 1975; Sec. 520 of the Airport and Airway Improvement Act of 1982; and the Civil Rights Restoration Act of 1987.

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Website, In-person, and Other Communication Methods
1. Website: https://www.grandcountyutah.net/263/Canyonlands-Regional-Airport
2. In-person, upon request, to airport staff who will direct to administrative office/staff

SECTION 2 - GOALS AND OBJECTIVES

This CPP applies to all airport planning and decision-making efforts, whether or not directly supported by Federal assistance. This includes surveys, public meetings (e.g., airport commission meetings), and hearings, not only meetings for a project requiring an environmental impact statement (EIS) or environmental assessment (EA).

Airport Sponsor's planning processes that lead to decisions for projects or operations or those of any sub-recipients are:

Planning Processes
1. Airport Masterplan Updates
2. Aircraft Noise and Flight Path
3. Land Use Coordination
4. Design and Construction Project Solicitations

Airport Sponsor seeks public input for the above processes through the following methods:

Public Input Methods	Planning Process(es) That Use Each Method
Social Media	#1-4
Email	#1-4
Phone	#1-4
Public comment during public meetings	#1-4
In-person at the airport	#1-4
Survey	#1-4

SECTION 3 - IDENTIFICATION OF AND FOCUSED OUTREACH TO AFFECTED COMMUNITIES

See Community Statistics section of Airport Sponsor's Title VI Plan, for detailed discussion of Affected Communities.

The specific steps the Airport Sponsor will take to communicate with, inform, educate, consult or solicit input from, and expand opportunities for engagement with each Affected Community,³ are provided below.

Affected Community	Key Community Reps. (CBOs <u>[Community-Based Organizations],</u> unions, leaders, etc.) ⁴	Focused Outreach Steps
City of Moab	Mayor, City Council, Director of Public Affairs, Public Safety Leaders	a. Email b. Phone c. Meetings
Grand County	County Commission, Airport Advisory Board, Superintendent(s) of School District, Director of Public Affairs, Public Safety Leaders	a. Email b. Phone c. Meetings
Uintah County	County Commission	a. Email b. Phone c. Meetings
Carbon County	County Commission	a. Email b. Phone c. Meetings
Emery County	County Commission	a. Email b. Phone c. Meetings
Wayne County	County Commission	a. Email b. Phone c. Meetings
San Juan County	County Commission	a. Email b. Phone c. Meetings

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SECTION 4 - EFFECTIVE COMMUNICATION

Airport Sponsor will ensure that public engagement is effective, meaningful, and free of linguistic, economic, historical, and cultural barriers to participation. Every effort will be taken to ensure clear, plain, and effective communication with Affected Communities, including ensuring materials are in accessible formats for persons with disabilities and in languages other than English. See the Limited English Proficiency (LEP) section of the Airport Sponsor's Title VI Plan.

³ "Affected communities" means any readily identifiable group impacted or potentially impacted by an airport project or operation, such as the community immediately surrounding a project or a community in the flight path.

SECTION 5 - COMMUNICATION PLATFORMS

Diverse communication platforms will be utilized to effectively reach the broadest audience. We will use the following platforms to communicate project details, our nondiscrimination obligations, and points of contact for the public to share project or operational feedback with our office and the FAA.

Social Media, Monitors, and Other Communication Platforms
1. Official Website
2. Surveys
3. Social Media
4. Email
5. Public Comment during public meetings

SECTION 6 - RECORDS

This section includes the procedures the Airport Sponsor will follow to document outreach efforts. Records for steps taken to provide outreach to Affected Communities will be maintained in the following locations:

Website ³ , In-person, and Other Communication Methods
1. Grand County's Server Storage
2. Airport Administration Office

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Records will be kept for community input. The records will document how the Airport Sponsor considered, weighed, and incorporated input received. The records will include justifications for any decisions contrary to community feedback. The records will be stored in the following locations:

Website ³ , In-person, and Other Communication Methods
1. Grand County's Server Storage
2. Airport Administration Office

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Records for demographics of participants will also be kept. Requested demographic information will include race, national origin, sexual orientation, gender identity, creed, age, disability, languages spoken, and community membership.⁴ Demographic information will be requested by the following methods:

Demographic Information Collection Methods
1. Voluntary disclosure via sign-in sheets
2. Voluntary disclosure via surveys of airport guests for customer satisfaction and other groups.

⁴ This information is solicited to demonstrate compliance with Title VI and related requirements. See 49 CFR § 21.9(b); 49 U.S.C. § 47123; 28 CFR § 42.406; and FAA Order 1400.11.

CPP records will be made available to the public using the same methods for other information outlined within this plan.

SECTION 7 - REPORTING OUTCOMES

Within 30 days of the end of each fiscal year (FY),⁵ the Airport Sponsor will create a CPP Report for the completed FY. The report will summarize efforts taken under this CPP in a narrative statement describing:

1. The specific steps taken to produce meaningful engagement with Affected Communities in the completed FY,
2. The results of those efforts for the completed FY, and
3. How the Affected Communities' comments and views are or will be incorporated into the decision-making process.

The CPP Reports will be included with the Airport Sponsor's Title VI Plan. If no current Title VI Plan exists, the CPP Reports will be added to its Title VI Assessment for each grant.

End of Document

⁵ The first report is required after the first complete fiscal year, after this plan is adopted. Information for activities during a partial year immediately following adoption of the plan will be included with the first full year's report.

LEASE AGREEMENT

This LEASE AGREEMENT (the “**Lease**”) is made as of April 1, 2020 by and between **Grand County**, a Utah political subdivision, whose address 125 E. Center Street, Moab, UT 84532 (“**Lessor**”) and **ARINC Incorporated**, a Delaware corporation registered to do business in Utah, whose address is Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801 (hereinafter referred to as “**Lessee**”).

The parties acknowledge and agree that, upon full execution, this Lease Agreement supersedes and replaces that certain lease entered into by the parties dated April 19, 2008 (the “**Prior Lease**”), which Prior Lease is terminated simultaneously with execution of this Lease.

1. LEASE OF PREMISES. Lessor hereby leases to Lessee the following space: approximately forty-five (45) square feet of floor area located in the Airport Terminal Storage/Mechanical Room at Canyonland Fields Airport, 110 W. Aviation Way, Moab, Utah 84532 (the “**Airport**”), including associated rooftop space for Lessee’s antennae (the “**Premises**”), as depicted on the diagram attached hereto as *Exhibit A*.

2. TERM; RENEWAL; TERMINATION. The term of this Lease shall be for an initial period of five (5) years commencing on April 1, 2020 and expiring at 11:59 p.m. on March 31, 2025, unless sooner renewed or terminated in accordance with the terms set forth in this Lease (“**Term**”).

Provided Lessee shall not be in default of the terms of this Lease beyond the applicable period for notice and cure, Lessee shall have the option to renew the Lease Term for one (1) successive period of five (5) years by delivering written notice of such election to renew to Lessor at least ninety (90) days in advance of the expiration date.

Either party may terminate this Lease at any time during the Term, with or without cause, by delivering written notice of such election to terminate to the other party at least ninety (90) days in advance of the termination date.

3. RENT. Lessee agrees to pay Lessor monthly lease rent at the County terminal rental fee rate established in the County Fee Ordinance, payable in advance in equal monthly installments due by the 10th of each and every month without notice until expiration of this Agreement (“**Rent**”). As of the Effective Date, Rent shall be One Hundred Ninety-One Dollars (\$191.00) per month. Rent shall be adjusted upon amendment of the County Fee Ordinance after thirty (30) days’ written notice to Lessee. Rent shall be payable at the office of Lessor stated above, or at such other address as Lessor may hereafter designate in writing. Lessor shall complete, sign and furnish to Lessee the Lessor’s W-9 and Lessee’s supplier information form.

4. USE AND ACCESS. Lessee shall use the Premises only for its communication equipment serving the aviation industry. Lessee may install, operate, maintain, store and remove on the Premises such communication equipment as may be necessary to its business, including transmitters, receivers, power supplies and antennas. Lessee shall not use the Premises for any other purposes without prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall have the right to exchange radio

equipment and antennas within its Premises without the prior written consent of Lessor. Lessee shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week for the purpose of routine maintenance upon providing Lessor with twelve (12) hours prior notice. Lessee shall have access to the Premises at all hours of the day or night, seven (7) days a week for emergency repairs only, upon reasonable notice to Lessor.

In the event Lessor requires the Premises for its purposes during the term of this Lease, Lessor shall have the right, subject to a minimum of ninety (90) days' prior written notice to Lessee, to relocate Lessee's equipment to a substantially similar space at the Airport, subject to technical requirements of Lessee. In the event Lessor is not able to relocate Lessee to a suitable space, either party may terminate this Lease, without further liability or obligation to each other, upon ninety (90) days written notice.

5. UTILITIES. Lessee, at its expense, may arrange for such telephone and communication service as it may require. Electric power shall be paid for by Lessor and is included in the rent.

6. MAINTENANCE AND REPAIRS. Lessor shall be responsible for the repair, replacement and maintenance of the foundation, rooftop, structural, mechanical system, electrical elements, and building facade of the building in which the Premises are located. Lessee shall keep the Premises in a clean, neat and orderly condition, free of debris and rubbish. At the expiration or termination of this Lease, Lessee shall surrender the Premises to Lessor in the same condition as received, normal wear and tear excepted, remove Lessee's equipment and repair any and all damage to the Premises caused by the removal of said equipment. However, Lessee, after first obtaining Lessor's consent, may leave any of its improvements on the Premises at such time of expiration or termination, and such improvements shall become the sole property and responsibility of Lessor.

7. DEFAULT AND REMEDIES UPON DEFAULT. In the event either party fails to perform any obligation or duty hereunder, including the payment of Rent, the non-defaulting party may terminate this Lease for cause after thirty (30) days' written notice if the defaulting party fails to cure the default. In addition, the non-defaulting party may institute any other available proceedings at law or in equity to recover damages from the defaulting party.

8. ASSIGNMENT/TRANSFER/SUBLEASE: Lessee shall not assign or sublet all or any portion of the Premises or rights granted by this lease without the prior written consent of Lessor, whose consent shall not be unreasonably withheld; provided that, the Lessee shall be permitted to assign or sublet all or any portion of the Premises or rights granted by this lease without consent from the Lessor so long as the assignment or sublet is to corporate parents, subsidiaries and affiliates, or by way of merger, operation of law, or related to the sale of all or substantially all of the assets or stock of the Lessee to a third party so long as the assignee has revenue equal to or greater than that of Lessee.

9. INSURANCE. During the term of this Lease, Lessee, at its own expense, shall maintain the following coverage's: (i) Commercial General Liability insurance for bodily injury and property damage in a limit of not less than USD\$1,000,000 (One Million Dollars) per occurrence and USD\$2,000,000 (Two Million Dollars) in the annual aggregate; (ii) Commercial Automobile liability insurance providing coverage for owned, non-owned and hired vehicles in an amount not

less than USD\$1,000,000 (One Million Dollars) per accident and USD\$2,000,000 (Two Million Dollars) in the annual aggregate; and (iii) a Workers Compensation policy with statutory limits and Employers Liability coverage with at least the following limits: USD\$500,000 per accident, and USD\$500,000 per disease (each employee). Lessor shall be listed as additional insured on the Commercial General Liability and Automobile liability policies only to the extent of the Lessee's indemnification obligations hereunder. Certificates of Insurance evidencing such policies are attached hereto as *Exhibit B*. On an annual basis, Lessor may request updated Certificates, which Lessee shall provide within five (5) business days of request.

10. INDEMNIFICATION. Lessee shall indemnify and hold harmless Lessor, its officers, directors, and employees from legal liability (including reasonable attorney's fees) caused by bodily injury, death and property damage to the extent caused by the negligence of Lessee in its use and/or occupancy of the Premises.

This Section shall survive expiration or termination of this Agreement.

11. ENVIRONMENTAL. Lessee agrees that the Premises will not be used for disposal of hazardous or toxic materials. Lessee shall not dispose of hazardous substances, hazardous waste, hazardous materials, and toxic substances as defined under any federal, state or local laws and regulations in effect during the term of this agreement. Lessee is not responsible or liable for environmental contamination arising prior to, during or after the lease term not caused by Lessee.

12. COMPLIANCE WITH LAWS. Lessee, its officers, employees, and contractors shall observe and comply with all laws and regulations promulgated under any federal, state, county or municipal laws affecting the use of the Premises and the manner in which the Premises are or should be used by the Lessee.

13. GOVERNING LAW; VENUE. This Agreement and the performance herein shall be construed in accordance with the laws of the State of Utah and that, in any action, administrative or other proceeding arising out of connection with this Lease, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in Moab District Court in Grand County. This Section shall survive expiration or termination of this Agreement.

15. ENTIRE AGREEMENT. This Lease, together with any exhibits, constitutes the entire Agreement between the Parties concerning the subject matter contained herein and supersedes all prior or contemporaneous agreement, representations and understandings of the Parties, whether written or oral, except as incorporated herein. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all Parties hereto. The Parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement. The Parties further acknowledge that any payments or representations that may have been made prior to the date of execution are of no effect and that neither of them has relied thereon in connection with dealings of the other.

16. NOTICES. Any notice required by this Lease must be hand delivered, sent by certified mail, return receipt requested, or by a reputable overnight delivery service to the appropriate party at the addresses set out below or to any other address that the parties subsequently designate in writing.

To Lessor:

Grand County
Canyonlands Field Airport
110 W. Aviation Way
Moab, UT 84532
Attention: Airport Director

To Lessee:

ARINC Incorporated
2551 Riva Road
Annapolis, MD 21401-7465
Attention: Real Estate, Mailstop 5-1B35

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their duly authorized representatives in duplicate with each party retaining one original.

GRAND COUNTY

By: 

Name: Mary McGinn Chris Baird

Title: Chair, Grand County Council Administrator

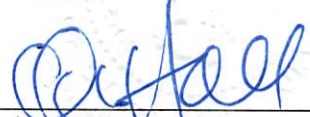
ARINC Incorporated

By: 

Name: Kyle Riley

Title: Controller

ATTEST:


Quinn Hall, Grand County Clerk/Auditor

[illegible]

SHEET TITLE

NEW SQUARE FOOTAGE: 4,792 + EXISTING SQUARE FOOTAGE: 4,662 = 9,454 SF TOTAL

ACTION	REF.
--------	------

SCALE: 1/8" = 1'-0"



Exhibit B
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2020

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).

PRODUCER MARSH USA, INC. 20 CHURCH STREET HARTFORD, CT 06103	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: UTC.certrequest@Marsh.com	FAX (A/C, No):
CN101479273-UTC.-ROCK-19-20	INSURER(S) AFFORDING COVERAGE	
INSURED ARINC, INCORPORATED 2551 RIVA ROAD ANNAPOLIS, MD 21401	INSURER A: Hartford Fire Insurance Company	NAIC # 19682
	INSURER B: Hartford Underwriters Insurance Company	30104
	INSURER C: National Union Fire Ins Co Pittsburgh PA	19445
	INSURER D: American Home Assurance Company	19380
	INSURER E: New Hampshire Ins Company	23841
	INSURER F: N/A	N/A

COVERAGES **CERTIFICATE NUMBER:** NYC-010893050-01 **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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:		*02CSES69804 "\$2,000,000 GEN AGG - PER" "LOCATION/PROJECT" "\$10,000,000 POL. GEN AGG"	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY		*02CSES69800 (AOS)	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		*02CSES69803 (HI)	12/01/2019	12/01/2020	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		*CT QSI 6559339- SIR 2 MM	12/01/2019	12/01/2020	☒ PER STATUTE ☐ OTH-ER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N	*020608640 (CA)	12/01/2019	12/01/2020	E.L. EACH ACCIDENT \$ 1,000,000
E	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	*020608641 (FL); 020608638 (AOS1)	12/01/2019	12/01/2020	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
E			*020608642 (MA,ND,OH,WA,WI,WY)	12/01/2019	12/01/2020	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
			SEE ACORD 101			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: LEASE AGREEMENT DATED APRIL 1, 2020; TERM: 4/1/2020 - 3/31/2025
GRAND COUNTY AND ITS OFFICERS, DIRECTORS AND EMPLOYEES IS/ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION) WHEN REQUIRED BY WRITTEN CONTRACT AND/OR AGREEMENT.

CERTIFICATE HOLDER Grand County, Canyonlands Field Airport 110 W. Aviation Way Moab, UT 84532	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: CN101479273

LOC #: Hartford



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED ARINC, INCORPORATED 2551 RIVA ROAD ANNAPOLIS, MD 21401
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS COMPENSATION (CONTINUED):

POLICY: *020608639 (AOS2)

STATES COVERED: AK, AZ, IL, KY, NC, NH, NJ, PA, UT, VA, VT

CARRIER: NEW HAMPSHIRE INS COMPANY

COVERAGE DATES: 12/01/2019 - 12/01/2020

LIMITS:

E.L. EACH ACCIDENT: \$1,000,000

E.L. DISEASE - EA EMPLOYEE: \$1,000,000

E.L. DISEASE - POLICY LIMIT: \$1,000,000

POLICY: *020608643 (NY)

CARRIER: AIU INSURANCE CO

COVERAGE DATES: 12/01/2019 - 12/01/2020

LIMITS:

E.L. EACH ACCIDENT: \$1,000,000

E.L. DISEASE - EA EMPLOYEE: \$1,000,000

E.L. DISEASE - POLICY LIMIT: \$1,000,000

Grand County Budget	2022 Budget	2023 Budget	2024 Opening Budget	2024 Amended Budget	2025 Proposed Budget
10-4311-730-000. CAPITAL	0	0	0	0	0
10-4311-740-000. CAPITAL EQUIPMENT	400	0	0	0	0
10-4311-800-000. INVENTORY	10,000	2,000	0	0	500
10-4311-860-000. SCHOOL TRAINING	500	2,000	2,000	2,000	2,000
10-4311-920-000. CONTRIBUTION TO OTHER	102,000	93,434	110,074	110,074	113,046
Sub Total 10.4311. SENIOR CITIZENS	375,716	440,286	405,062	413,862	743,744
10.4410. ROADS - GENERAL					
10-4410-110-000. SALARIES	0	0	0	0	0
10-4410-110-001. OVERTIME	0	0	0	0	0
10-4410-130-000. EMPLOYEE BENEFITS	0	0	0	0	0
10-4410-210-000. SUBSCRIPTIONS &	0	0	0	0	0
10-4410-220-000. PUBLIC NOTICES	0	0	0	0	0
10-4410-230-000. TRAVEL	0	0	0	0	0
10-4410-270-000. UTILITIES	0	0	0	0	0
10-4410-310-000. PROFESSIONAL &	0	0	0	0	0
10-4410-400-000. SPECIAL DEPT. SUPPLIES	0	0	0	0	0
10-4410-620-000. MISCELLANEOUS	0	0	0	0	0
10-4410-920-000. CONTRIBUTIONS TO	0	0	0	0	0
Sub Total 10.4410. ROADS - GENERAL	0	0	0	0	0
10.4509. Please add DEPT description					
10-4509-260-000. BLDG. & GROUNDS	0	0	0	0	0
10-4509-270-000. UTILITIES	0	0	0	0	0
10-4509-620-000. MISCELLANEOUS	0	0	0	0	0
10-4509-730-000. CAPITAL	0	0	0	0	0
Sub Total 10.4509. Please add DEPT description	0	0	0	0	0
10.4511. SPANISH TRAIL ARENA					
10-4511-110-000. SALARIES	346,000	379,233	400,196	400,196	441,260
10-4511-110-001. OVERTIME	13,500	9,199	9,200	16,000	15,500
10-4511-110-002. ON CALL PAY	0	0	0	0	0
10-4511-130-000. EMPLOYEE BENEFITS	209,000	219,150	226,998	240,000	249,904
10-4511-210-000. SUBSCRIPTIONS &	0	400	0	350	350
10-4511-220-000. ADVERTISING	964	964	964	964	964
10-4511-230-000. TRAVEL	1,080	1,560	2,010	2,010	2,000
10-4511-240-000. OFFICE EXPENSE &	3,016	3,076	3,081	3,081	3,081
10-4511-250-000. EQUIPMENT	47,922	22,412	20,408	20,408	20,500
10-4511-250-300. EQUIP MAINT- BALL	1,770	1,340	1,640	1,640	1,640
10-4511-260-000. BUILDINGS & GROUNDS	37,154	43,392	36,690	36,690	37,000
10-4511-260-300. BUILDINGS/GROUNDS -	18,878	24,728	25,519	25,519	24,180
10-4511-270-000. UTILITIES	31,904	30,000	36,000	36,000	36,000
10-4511-270-100. ARENA UTILITIES	0	0	0	0	0
10-4511-270-300. BALL FIELD UTILITIES	8,166	6,500	5,500	5,500	5,500
10-4511-280-000. LEASE PAYMENT	15,643	29,113	31,418	31,418	31,418
10-4511-290-000. FUEL	8,000	10,000	11,000	7,500	10,000
10-4511-290-300. FUEL/BALL FIELDS	0	0	0	0	0
10-4511-310-000. PROFESSIONAL &	1,200	1,170	1,220	2,000	1,220
10-4511-360-000. CELL PHONE ALLOWANCE	2,800	3,120	3,000	3,000	3,000
10-4511-400-000. STALL MAINTENANCE	2,520	3,050	0	0	0
10-4511-400-100. STALL MAINT/ARENA	0	0	0	0	0
10-4511-400-200. STALL MAINTENANCE	0	0	0	0	0
10-4511-400-400. STALLS REC BOARD	0	0	0	0	0
10-4511-410-000. EVENT PREPARATION	3,574	4,247	4,247	4,247	2,980
10-4511-410-300. EVENT PREP/BALL FIELD	1,430	1,430	1,430	1,430	1,500
10-4511-420-000. WORK CREW SUPPLIES	9,290	10,167	10,133	10,133	10,500
10-4511-420-300. WORK CREW	1,330	1,546	1,558	1,558	1,558
10-4511-510-000. INSURANCE	0	0	0	0	0
10-4511-620-000. MISCELLANEOUS	0	0	0	0	5,000
10-4511-720-000. CAPITAL BUILDING	0	0	0	0	0
10-4511-730-000. CAPITAL BUILDING	0	0	0	0	0
10-4511-730-400. CAPITAL BUILDING REC	0	0	0	0	0
10-4511-740-000. CAPITAL EQUIPMENT	12,000	0	0	0	0
10-4511-740-400. CAPITAL EQUIPMENT/REC	0	0	0	0	0
10-4511-800-000. INVENTORY	21,642	18,293	11,699	11,699	6,230
10-4511-800-300. INVENTORY/BALL FIELDS	2,182	4,600	500	500	2,100
10-4511-860-000. SCHOOLING	1,390	2,595	3,317	4,000	3,500
Sub Total 10.4511. SPANISH TRAIL ARENA	802,355	831,285	847,728	865,843	916,885
10.4561. MUSEUM					
10-4561-240-000. OFFICE EXPENSE	0	0	0	0	0
10-4561-260-000. REPAIRS & MAINTENANCE	0	0	0	0	0
10-4561-270-000. UTILITIES	6,000	5,500	6,840	6,840	6,000
10-4561-310-000. PROFESSIONAL SERVICES	0	0	0	0	0
10-4561-620-000. MISCELLANEOUS	0	0	0	0	0
10-4561-920-000. CONTRIBUTION TO OTHER	109,009	112,279	114,525	114,525	114,525
Sub Total 10.4561. MUSEUM	115,009	117,779	121,365	121,365	120,525
10.4562. AIRPORT					
10-4562-110-000. SALARIES	400,000	481,738	484,610	484,610	514,477
10-4562-110-001. OVERTIME	6,000	2,222	5,000	7,000	0
10-4562-130-000. EMPLOYEE BENEFITS	200,000	260,963	254,085	254,085	254,731
10-4562-210-000. DUES & SUBSCRIPTIONS	710	700	804	804	804
10-4562-220-000. PUBLIC NOTICE	200	200	200	400	262
10-4562-230-000. TRAVEL	10,900	10,900	10,500	7,500	10,500
10-4562-240-000. OFFICE SUPPLIES	2,000	1,650	1,500	1,500	1,500
10-4562-250-000. TERMINAL MAINTENANCE	18,000	16,000	16,000	35,000	16,000
10-4562-260-010. JANITORIAL SUPPLIES	6,500	6,000	6,200	7,000	6,200
10-4562-260-020. VENDING SUPPLIES	8,000	0	0	8,000	5,000
10-4562-260-030. WATER & SEWER SYSTEM	10,842	11,042	5,280	9,000	7,000
10-4562-260-040. ELECTRICAL REPAIRS	1,000	1,000	0	0	0
10-4562-260-050. ELECTRONIC	0	0	0	0	0
10-4562-260-060. HANGAR MAINTENANCE	7,000	7,000	7,000	13,000	7,000
10-4562-260-080. GROUNDS MAINTENANCE	3,005	1,500	1,500	1,600	1,500
10-4562-260-090. WEED CONTROL	500	1,800	0	2,000	0

Grand County Budget	2022 Budget	2023 Budget	2024 Opening Budget	2024 Amended Budget	2025 Proposed Budget
10-4562-260-100. FIRE EQUIPMENT	1,600	1,200	1,200	3,500	1,200
10-4562-260-110. RUNWAY/TAXI/RAMP	21,000	36,000	16,000	22,000	20,000
10-4562-270-010. ELECTRICITY	27,000	0	26,000	28,000	28,500
10-4562-270-020. PROPANE	6,500	0	10,000	7,500	10,000
10-4562-270-030. TRASH PICKUP	12,150	12,600	13,500	18,000	13,500
10-4562-270-040. MISCELLANEOUS	5,470	3,000	2,500	2,600	2,500
10-4562-270-050. TELEVISION	0	0	0	0	0
10-4562-270-060. TELEPHONE	3,250	0	3,250	4,200	3,750
10-4562-290-000. FUEL	7,000	6,500	7,000	7,000	7,000
10-4562-300-000. ARFF EXPENSE	9,700	9,700	11,000	11,500	11,000
10-4562-310-000. LEASE EXPENSE	14,433	14,433	18,795	18,795	18,795
10-4562-310-010. AIRPORT SECURITY	0	0	0	0	0
10-4562-310-030. LOBBY POP MACHINE	0	0	0	0	0
10-4562-310-040. EXPENSE	0	0	0	0	0
10-4562-360-000. CELL PHONE ALLOWANCE	5,400	4,560	4,440	4,440	4,500
10-4562-400-000. AIRPORT VEHICLE	9,000	7,500	10,000	15,000	10,000
10-4562-620-000. MISC SUPPLIES	0	3,500	2,500	2,500	2,500
10-4562-720-000. CAPITAL BUILDING	0	0	0	0	0
10-4562-730-010. '96 GRANT BALANCE	0	0	0	0	0
10-4562-730-020. RUNWAY/TAXIWAY PAINT	0	0	0	0	0
10-4562-730-030. CROSSWIND RUNWAY	0	0	0	0	0
10-4562-740-000. CAPITAL EQUIPMENT	30,000	0	0	0	8,300
10-4562-800-000. INVENTORY	20,000	18,300	18,000	19,000	18,900
10-4562-860-000. SCHOOLING EXPENSE	15,400	45,000	15,000	15,095	15,000
Sub Total 10.4562. AIRPORT	862,560	965,008	951,864	1,010,629	1,000,419
10.4563. COMMUNITY CENTER					
10-4563-110-000. SALARIES	195,000	162,178	172,357	185,000	0
10-4563-110-001. OVERTIME	500	0	500	500	0
10-4563-110-002. ON CALL PAY	50	0	0	0	0
10-4563-130-000. EMPLOYEE BENEFITS	120,000	112,096	116,094	116,094	0
10-4563-240-000. OFFICE SUPPLIES &	1,000	2,000	1,000	1,400	1,000
10-4563-250-000. EQUIPMENT	15,000	8,000	0	5,000	5,000
10-4563-260-000. BUILDING & GROUNDS	7,000	16,692	10,000	7,500	6,000
10-4563-270-000. UTILITIES	16,000	14,500	14,500	17,000	14,500
10-4563-360-000. CELL PHONE ALLOWANCE	500	1,080	480	0	0
10-4563-400-000. SPECIAL DEPARTMENT	4,500	3,000	3,000	3,500	3,000
10-4563-610-000. MISCELLANEOUS	43	0	0	0	0
10-4563-620-000. KITCHEN USE EXPENSE	0	0	0	0	0
10-4563-730-000. CAPITAL IMPROVEMENTS	0	0	0	0	0
10-4563-740-000. CAPITAL EQUIPMENT	0	0	0	0	0
10-4563-800-000. INVENTORY	8,975	7,500	0	600	500
Sub Total 10.4563. COMMUNITY CENTER	368,568	327,046	317,931	336,594	30,000
10.4610. EXTENSION SERVICE					
10-4610-110-000. SALARIES	34,100	0	0	0	38,350
10-4610-110-001. OVERTIME	0	0	0	0	0
10-4610-130-000. EMPLOYEE BENEFITS	15,686	0	0	0	17,674
10-4610-200-000. CONVENTION EXPENSE	850	850	0	0	0
10-4610-210-000. SUBSCRIPTIONS &	650	200	0	0	0
10-4610-230-000. TRAVEL	5,200	7,000	0	0	0
10-4610-240-000. OFFICE EXPENSE &	2,200	1,700	0	0	0
10-4610-250-000. EQUIPMENT	240	1,200	0	0	0
10-4610-260-000. EXTENSION O+M	0	0	17,089	17,089	6,462
10-4610-280-000. RENT	15,000	10,000	0	0	0
10-4610-290-000. POSTAGE-USU	0	0	0	0	0
10-4610-300-000. AGNR	0	0	9,000	9,000	8,000
10-4610-310-000. PROGRAMMING	3,000	2,000	0	0	0
10-4610-320-000. PROMOTION & TENURE	0	2,700	37,231	37,231	0
10-4610-330-000. FSNE	0	0	0	0	0
10-4610-340-000. HOME+COMMUNITY	0	0	9,000	9,000	8,000
10-4610-350-000. 4H	0	0	7,000	7,000	5,500
10-4610-390-000. FUEL	1,500	2,000	0	0	0
10-4610-400-000. SPECIAL DEPT. SUPPLIES	500	290	0	0	0
10-4610-610-000. MISCELLANEOUS	100	100	0	0	0
10-4610-730-000. CAPITAL IMPROVEMENTS	0	35,123	0	0	0
10-4610-740-000. CAPITAL EQUIPMENT	0	16,157	0	0	0
10-4610-800-000. INVENTORY	0	0	0	0	0
Sub Total 10.4610. EXTENSION SERVICE	79,026	79,320	79,320	79,320	83,986
10.4820. TRANSFERS AND OTHER USES					
10-4820-920-001. JAIL REMODEL LEASE	150,000	150,000	150,000	150,000	150,000
10-4820-920-002. EOC/SCHOOL BUILDING	0	0	0	0	0
10-4820-920-003. CONTRIBUTION TO OTHER	85,000	85,000	0	17,861	0
10-4820-920-004. CONTRIBUTION TO GEN	0	0	0	350,790	0
10-4820-920-005. CONTRIBUTION TO B	200,000	200,000	200,000	200,000	200,000
10-4820-920-006. CONTRIBUTION/CAPITAL	2,426,583	5,846,457	0	0	0
10-4820-920-007. CONTRIBUTION/FAMILY	144,805	110,170	178,646	151,170	178,646
10-4820-920-008. CONTRIBUTION TO STORM	400,000	400,000	0	0	0
10-4820-920-009. TRANSFER TO F56	50,000	161,000	72,775	72,775	72,775
Sub Total 10.4820. TRANSFERS AND OTHER	3,456,388	6,952,627	601,421	942,596	601,421
10.4830. CONTRIBUTION TO OTHER AGENCIES					
10-4830-920-001. CONSULTING - PLANNING	0	0	0	38,493	0
10-4830-920-002. CONTRIBUTION TO CJC	0	0	53,455	26,370	79,549
10-4830-920-003. MOAB VALLEY FIRE	135,000	100,000	150,000	150,000	100,000
10-4830-920-004. ASSOCIATION OF	23,521	23,521	23,586	23,586	23,582
10-4830-920-005. DISCRETIONARY FUNDS	0	0	0	0	0
10-4830-920-006. SEUACG	17,700	17,700	18,180	18,180	18,000
10-4830-920-007. SEEKHAVEN	12,500	12,500	12,500	12,500	12,500
10-4830-920-008. UTAH STATE UNIVERSITY	0	0	0	0	0
10-4830-920-009. CONTRIBUTION/DSH	0	0	0	0	0
10-4830-920-010. THOMPSON FIRE DEPT.	0	0	0	0	0
10-4830-920-011. MOAB CITY ILA	30,000	30,000	7,500	50,000	50,000



CONCRETE STABILIZATION TECHNOLOGIES, INC.



ZERO EXCAVATION SERVICES

WWW.CSTSTABILIZATION.COM

303-306-9191

INFO@CSTSTABILIZATION.COM



ZERO EXCAVATION FOUNDATION LIFTING

CST provides ZERO EXCAVATION foundation stabilization and leveling solutions using a high density expanding structural polymer (ESP) to quickly densify foundation soils, and lift settled structures. Foundation settlement is most often caused by weak base soils, poor compaction, or changes in moisture content of the soil. CST's ESP repair process addresses weak zones at depth to re-compact and densify base support soils, restore and increase load bearing capacity, and level settled concrete. The repair process does not require excavation and is completed quickly, with surgical precision. Our team of highly knowledgeable engineers and technicians have over 100 years of combined experience in diagnosing foundation settlement and soil deficiencies, designing appropriate injection plans, and installing long lasting commercial, industrial, and residential foundation repairs.

CONCRETE SLAB LIFTING AND UNDERSEALING

Settled concrete slabs caused by poorly compacted soils, erosion, and heavy loads are quickly stabilized and leveled using our polymer injection technologies. ESP is injected directly beneath the slab, to fill voids, stabilize base soils, under-seal the concrete, and lift back to target elevation. Our highly trained technicians have successfully completed thousands of concrete lifting projects utilizing our polymer technologies. Repairs eliminate trip hazards, provide support for heavy loads, control vibration beneath heavy machinery, and extend the useful life of the existing concrete. We have the knowledge, skill, and understanding of material performance needed to design and execute concrete lifting projects from residential to industrial applications. With over 22 years of experience, CST is the leader in the industry.

CARBON FIBER STRUCTURAL REPAIR

CST offers an advanced solution for reinforcing and repairing deficient and damaged structures through the use of carbon fiber composites. For many older structures, where reinforcement may not have been included during construction, carbon fiber retrofit helps to stabilize and reinforce areas of concern, bringing older buildings up to current code regulations and extending useful service life.

GROUND WATER CONTROL

Deep soil injection of expanding structural polymer is used to strategically restrict and control ground water to control seeping, leaking, and channeling of ground water. The high density ESP creates a curtain cutoff wall to effectively control movement of water beneath a structure, or into an area. The process can also be used to encapsulate and provide a barrier around contaminated soil.

ZERO EXCAVATION SOLUTIONS

- FOUNDATION LIFTING
- SLAB LIFTING
- VOID FILL AND UNDERSEALING
- SOIL DENSIFICATION & COMPACTION
- PAVEMENT LIFTING
- FROST HEAVE MITIGATION
- VIBRATION CONTROL
- TRIP HAZARD ELIMINATION
- GROUND WATER CONTROL
- SWELLING SOIL MITIGATION
- INFRASTRUCTURE REHABILITATION
- CARBON FIBER STRUCTURAL REPAIR
- CORRUGATED METAL PIPE REPAIR

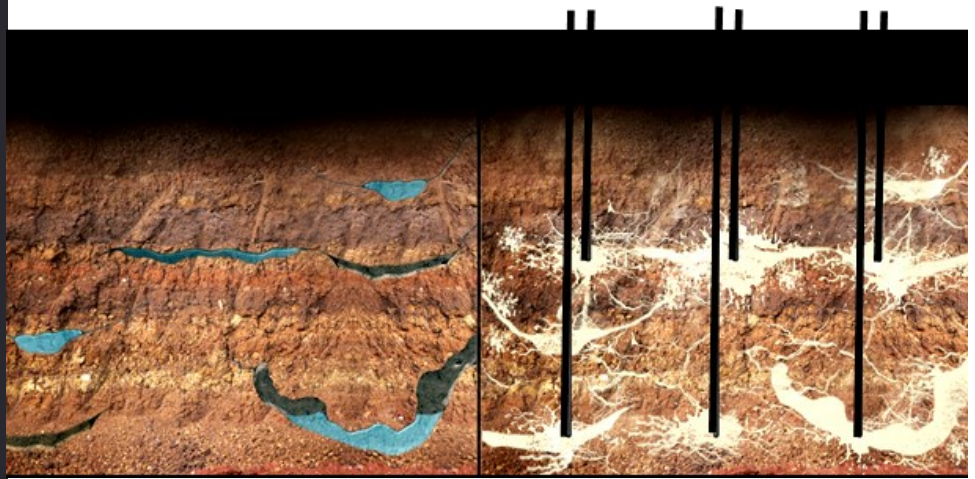
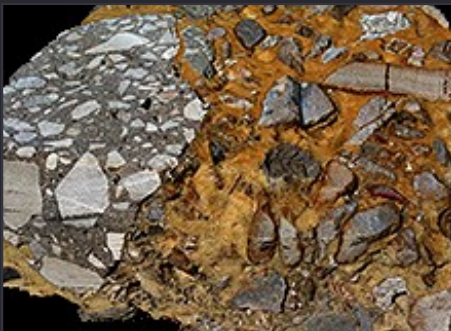


CORRUGATED METAL PIPE REPAIR

In situ corrugated metal pipe repairs using a patented repair process. CST repairs the invert of large diameter corrugated metal pipe using high density polyurethane coated metal overlay sheets to repair the invert. Expanding structural polymer is also injected beneath the culvert to fill voids, and densify the support soils. The repair process is completed quickly and extends the life of existing culverts without excavation.

IN GROUND STRUCTURE LIFTING

For settlement of in ground pipelines and structures, CST employs a highly effective, ZERO EXCAVATION process to lift the settled sections in situ.



SOIL STABILIZATION

CST employs a chemical grout injection process to compact and densify weak soil. A specialized high density expanding structural polymer is injected through small 1/2 inch probes directly into the weak zones. The polymer lenses out and expands to fill voids and bind soil particles to densify and increase bearing capacity as well as mitigate against erosion and settlement of overlying structures. CST's soil stabilization technology is a highly effective solution for stabilizing subbase soils beneath pavement, runways, and railroads as well as beneath large industrial equipment to minimize vibration. The polymer's high tensile strength makes it an ideal solution for stabilizing the ground beneath heavy loads and large structures.

PAVEMENT, RAIL, AND SUBGRADE REPAIR

CST stabilizes weak, poorly compacted or moisture compromised soils of all kinds, in situ while leveling structures (including pavements) by injection of high density structural polymer. At depth injections eliminate common subsurface soil issues. Utilizing the most advanced technologies, our process drives out water, fills underground voids and fissures and expands to densify the ground. Rehabilitation with polymer Deep Injection Technology is ideal for streets, highways, bridge abutment and approach stabilization, rail and rail crossings, pavement/curb & gutter alignment and support, taxiways, runways, tunnels, and infrastructure with settlement problems caused by poor underlying soil compaction and moisture issues. We provide rapid repair for pavement and structures, washouts, sink holes, and voids.

INFRASTRUCTURE SEALING AND REHABILITATION

CST injects polymer to control ground water around structures, seal joints in man-holes, pipe penetrations in vaults, and leaking lateral lines for sanitary and storm sewer systems. Our process can be used in challenging conditions, including high groundwater tables, unstable support soils and saturated environments. Our polymer fills voids around misaligned or cracked pipes, while sealing it against groundwater infiltration. This same process can be used to prevent soil collapse and treat soil subsidence which is a major contributor to roadway settlement. The hydro-insensitive polymer works well in wet environments and is highly effective in sealing and providing erosion control for a number of infrastructure and water diversion structures such as head gates, spillways, dams, drain pans, vaults, box culverts, and wastewater systems.

BENEFITS

ZERO EXCAVATION

IN SITU REPAIRS

NON DISRUPTIVE

LONG LASTING

CLEAN

ADVANCED TECHNOLOGY

LITTLE TO NO DOWNTIME

SURGICAL PRECISION

LOW PRESSURE INJECTIONS

HYDRO INSENSITIVE

HIGHLY TRAINED INSTALLERS

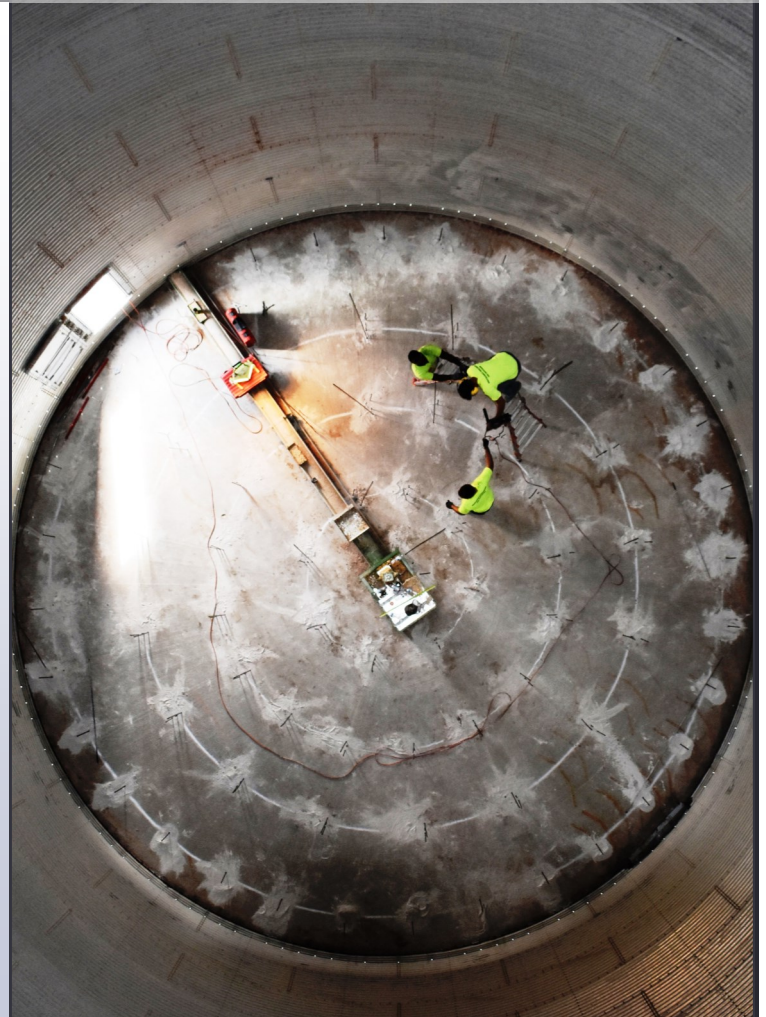
CUSTOM INJECTION DESIGN

SPECIALIZED POLYMERS

EXTENDS USEFUL LIFE

ENVIRONMENTALLY SAFE

PROTECTS ASSET VALUE



Tomas Ramos
UT Operations Manager
Office: 801-521-4432
Cell: 801-657-1271
TRamos@CSTStabilization.com

ZERO EXCAVATION SERVICES

CONCRETE STABILIZATION TECHNOLOGIES, INC.

2070 North Redwood RD
Salt Lake City, UT 84116
Office: 801-521-4432

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DYNAMIC CONE PENETROMETER EQUIPMENT AND PROCEDURES

CST utilizes a dynamic cone penetrometer in the daily application of the Deep Injection Process.

The primary purpose of this tool is to locate the weak zones in the soils and quantify the comparative degree of ground densification improvement achieved by the process, as exhibited by the increased number of percussive blows required to penetrate the treated soil mass, when compared to a pre-injection test performed within the confines of the treated mass.

A certain number of penetrometer test sets (pre- & post injection) are performed on each project at CST's discretion for CST verification of their processes and methods.

The CST penetrometer is a metric tool designated DPM 30; the percussive head weighs 30 kilos, it is dropped a constant 20 centimeters, and the blows are measured every 10 centimeters. The hydraulically operated tool is powered by an electric motor.

While this tool is typically utilized exclusively by and for CST to verify site conditions, it is also used to correlate to geotechnical Standard Penetration Tests, (Npst).

The conversion factor is easily expressed by the following formula.

$$N_{pst} = 0.766 \times N(\text{DPM } 30)$$

Additional detailed information is available from CST to discerning individuals interested in learning more about the utilization of dynamic cone penetrometers for comparative verification of soil densities.





CONCRETE STABILIZATION TECHNOLOGIES, INC.

8500 East Warren Avenue • Denver, CO 80231 • (303) 306-9191 • (303) 306-9099 Fax
WWW.CSTSTABILIZATION.COM

Proposal and Estimate

September 25, 2024

Andrea Erwin
Grand County Utah
110 W Aviation Way
Moab UT 84532
Phone: (435) 259-4849
Email: aerwin@grandcountyutah.net

Dear Andrea:

Thank you for the opportunity to partner with you and provide a solution for the airport interior floor movement at the Moab Canyonlands Field Airport.

Concrete Stabilization Technologies (CST)'s Expanding Structural Polymer (ESP) deep injection process is most suitable to strengthen the sub-grade soil beneath interior floor and building foundation wall to re level the foundation wall and interior floor and to help prevent future settlement.

Assumed cause of settlement: Based on CST'S site visit on 7/09/2022, we believe that the floor settlement and floor joint separations is caused by the foundation settlement. During CST initial visit, some elevations were taken on the floor, and all indicate that it is sloping towards the exterior foundation wall. The new section of the building's foundation wall has settled close to 1" causing the interior floor joint separation. Foundation wall could have settled due to poor compaction of sub-grade soil and/or water infiltration from poor drainage on the ramp. Further investigation will have to be done to determine the actual cause of settlement.

Floor and foundation repair plan: CST's recommendation is to use Expanding Structural Polymer (ESP) deep injections to stabilize the sub-grade soils. The deep injections will be directed into the soft/unstable layers of soil identified by soil testing with DCP (please see the attach DCP information sheet) or boring that will have to be completed prior to any ESP injections. The (ESP) will fill existing sub-grade voids and will increase the bearing capacity of the weak soils where injected. Our recommended ESP deep injection repair plan is to locate the soft/unstable layers of sub-grade soil, inject and stabilize the soil and lift the foundation wall to as level as possible. Injection depths will be determined by the Dynamic Cone Penetrometer (DCP) soil test or borings test. All foundation wall injections will be completed from the exterior. CST's deep injection process is a zero-excavation solution. No floor slabs or ramp slabs will have to be removed to complete the deep injection. Soil stabilization treatment includes injections along approximately 200 LF of foundation wall and injections beneath the interior floor as needed. The floor settlement on the older part of the building could be cause by leaking water line or drain lines. CST strongly recommends inspecting all drain and water lines to ensure all are working and draining properly. Our injection process in this area will require the same type of sub-grade soil testing and areas will be deep injected to re-compact the soft layers of soil and lift the floor to as level as possible in both areas. Our estimate is based on injections 3' below the floor and 3' below the foundation wall spread footing. If deeper injections are needed, the pricing will have to be adjusted based on the soil test results.

In order to complete this work, CST must have access to all areas. All interior and exterior underground utilities must be located, marked and inspected prior to CST's arrival to ensure all systems are draining properly and free of cracks. Interior and exterior utility locates, and markings are the responsibility of Grand County Utah, and are out of the scope of CST's estimate and scope of work. CST will request public utility locates only.

Injection and mobilization estimate

Mobilization	\$ 7,500.00
Foundation/floor lift and soil stabilization on the newer part of the building	\$ 98,350.00
Dynamic Cone Penetrometer both areas	\$ 3,560.00
Old part of the building interior floor lift and DCPs in this area	\$ 11,850.00
Project Total	\$121,260.00

CST's ESP injection repair process does not require any excavation and will be performed with minimal interior and exterior disruption. 3/4" holes are drilled through the soil and/or concrete slabs. The ESP repair offers a uniform foundation wall support, not just at individual points. The expanding structural polymers strengthen the soils within the sphere of influence of the concrete wall distributing the load over a larger area as opposed to a point load. CST estimates the work to be completed within 4 working shifts.

Included Items: All labor, material, equipment, and supervision to implement CST's installation of ESP material to stabilize the subgrade soil, to mitigate against settlement increasing the load-bearing capacity of the soils where injected.

Excluded Items: Owner, Ingrid Hartman, is responsible for plumbing and pipe inspections, prior to and after completion of injections by CST, as well as locating and marking all underground utilities. CST will not be responsible for any private locates or utilities inspection. All locates, connections, disconnections, and any necessary utility or conduit adjustments, are to be provided by others and are not included in CST's scope of work or estimate. CST will not be responsible for any damages or costs to repair said or hidden systems or any settlement in sewer or other underground utilities. Payment in full is due upon completion.

This proposal addresses DCP soil tests and ESP injections to densify the soil to help prevent future foundation wall settlement and to lift the foundation wall to as level as possible.

Ingrid, thank you for the opportunity to partner with you on your project!

Sincerely,

Tomas Ramos
Concrete Stabilization Technologies, Inc.
Phone: 801-657-1271
Fax: 801-331-1812

CST is authorized to do the work as specified.

Signature: _____

Print: _____

This proposal may be withdrawn by CST if not accepted in writing within 30 days.

TERMS AND CONDITIONS

1. _____ This agreement covers all labor, materials and supervision to implement CST's installation of Expanding Structural Polymer (ESP) material to lift, stabilize, and/or void fill beneath concrete slabs and/or structures to increase load-bearing capacity of the soils where injected. Specific job provisions are as described in the above proposal and estimate. The pricing on this agreement reflects the terms and conditions of this agreement. If alternate contract is desired rates may be adjusted.
2. _____ The customer understands that this process involves drilling multiple 5/8" holes through the slab and injecting the ESP material through the holes, which then expands to fill most voids, lift and/or realign concrete slabs or walls where conditions allow. The lift of the slab or wall is dependent on numerous elements, including existing fractures, concrete thickness, reinforcing steel, dowelling and structural considerations. Our procedure is intended to return the slab or wall as closely as possible to its originally constructed plane. If deep soil injections are utilized the process involves the use of injection probes cut and placed, then injection of ESP through the probes to specific depths. ESP material expands to encapsulate coarse soil elements, and compacts soil to increase load-bearing capacity. DCP soil testing may be required.
3. _____ Should there be any French drains, perimeter drains, electrical, drainage, gas, phone, TV or computer, sprinkler, heating ducts, pipes, sewer, manholes and/or water lines in the vicinity of repair, Concrete Stabilization Technologies, Inc. ("CST") will not be responsible for any damages or costs to repair said or any other hidden systems. Owner/Customer is responsible for locating, and the associated costs to locate, all buried utilities on private property, as mentioned above, prior to CST crews arriving on site and prior to any injections being placed. CST will call 811 for public locates only. The Owner/Customer must identify and mark ALL buried or hidden utilities prior to CST crews arriving on site. The Owner/Customer is responsible for the pre and post inspection and pipe cleaning and/or pipe replacement immediately following the injection process. CST recommends a pre and post inspection of any underground utilities. Costs associated with pre and post inspection and cleaning or pipe replacement are the responsibility of the Owner/Customer and are not included in the scope of services provided by CST.
4. _____ CST is not liable for damages to any part(s) of the slabs or structure(s) within the work area, which may result from ESP injections, void filling, stabilization, water sealing, and slab realignment. CST will not repair any such damage including existing cracks opening up OR new cracks that develop during the processes.
5. _____ CST makes no representation and takes no responsibility for soil conditions beneath the slab(s), wall(s), or deeper into the soil that could cause slab or wall shifting, new voids, or structural movement in the future.
6. _____ CST will not be responsible for cosmetic repairs, landscaping repairs, cracking of concrete slabs, floor tiling, damage to any floor covering, or plugged drains.
7. _____ The injection hole locations will be sealed with grout after the work is completed and the area of work will be left free from all debris related to our work.
8. _____ DRIVEWAYS AND PARKING AREAS: Customer warrants that any right of way provided by Customer for Contractor's equipment location to the most convenient public way is sufficient to bear the weight of all Contractor's equipment and vehicles reasonably required to perform the service herein contracted. Contractor shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonable necessary to perform the services herein contracted and Customer assumes all liabilities for damages to pavement, road surface, structure or landscape.
9. _____ The Customer kindly authorizes CST to use the work of this contract as possible advertising or reference data.
10. _____ Payment in full amount due upon completion. Mailed payments should be sent to: Concrete Stabilization Technologies, Inc., 8500 E. Warren Ave., Denver CO 80231. Any unpaid balance shall be subject to interest charges accruing at 1.5% interest per month.
11. _____ We (I) have read and understand the entire Agreement, including all Exhibits and the Terms and Conditions. We (I) have had the opportunity to seek independent legal counsel, ask questions about the agreement and Exhibits, and the CST Representative answered all questions fully and in plain language.
12. _____ The above prices, specifications and conditions as initialed by Customer are satisfactory and are hereby accepted. CST is authorized to perform the work as specified. Payment terms are acceptable.

Please initial each of the Terms and Conditions, and sign/date:

Customer Signature: _____ Date: _____







**REMEMBER
YOUR
CHOICES**



















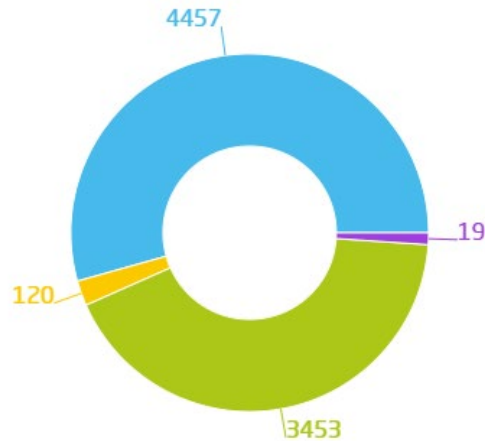


Landings per Runway

2023

Landings per Runway

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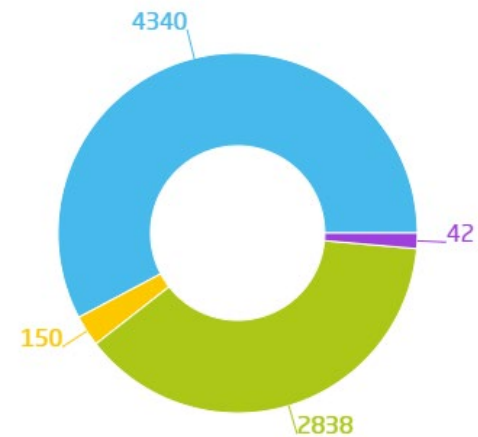
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■ KCNY LDG RWY 21
■ KCNY LDG RWY 33

virtower

2024

Landings per Runway

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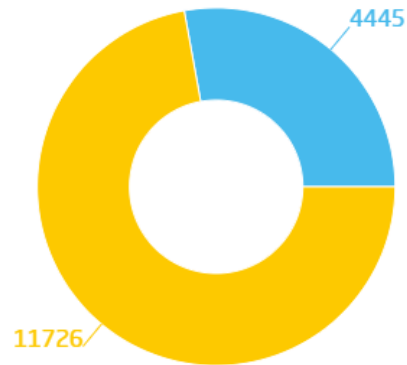
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■ KCNY LDG RWY 21
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Operations Based vs Visiting

2023

Operations Based vs Visiting
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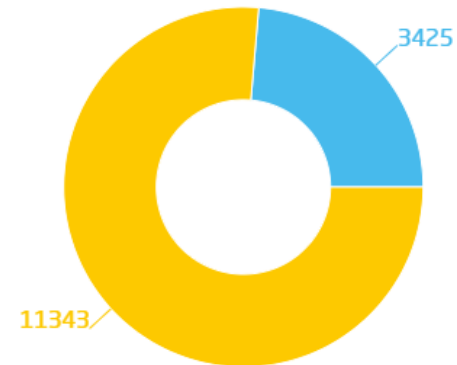


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2024

Operations Based vs Visiting
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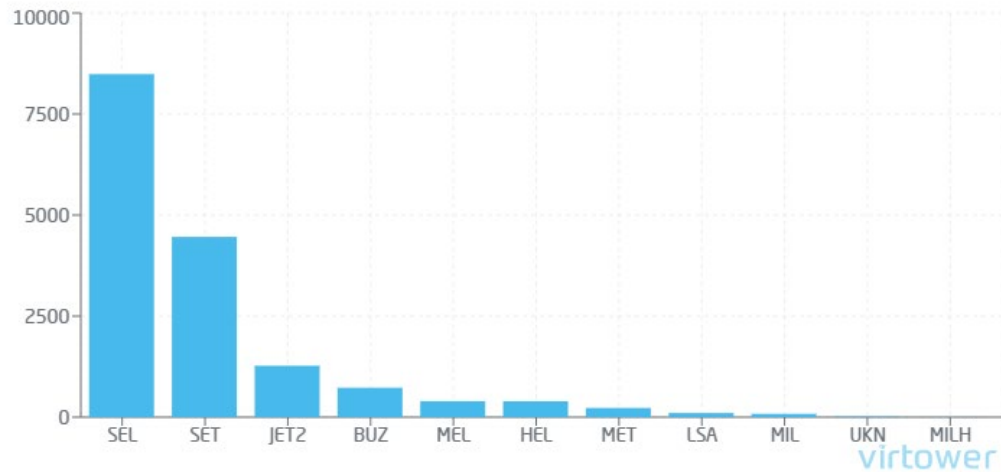
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Operations by Aircraft Category

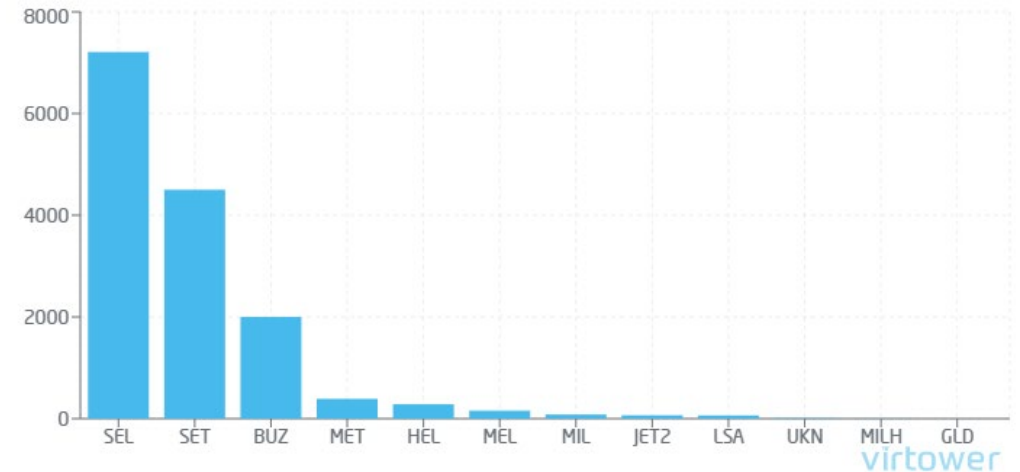
2023

Operations by Aircraft Category
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2024

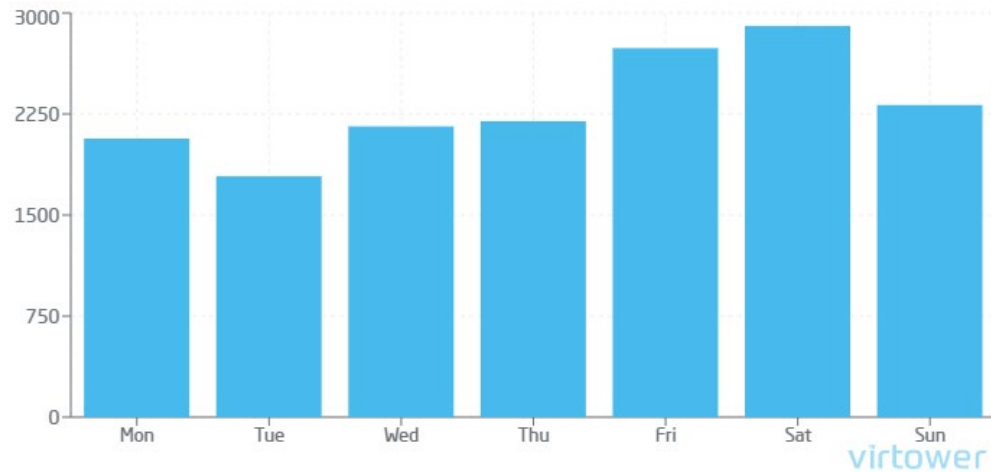
Operations by Aircraft Category
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Operations by Day of the Week

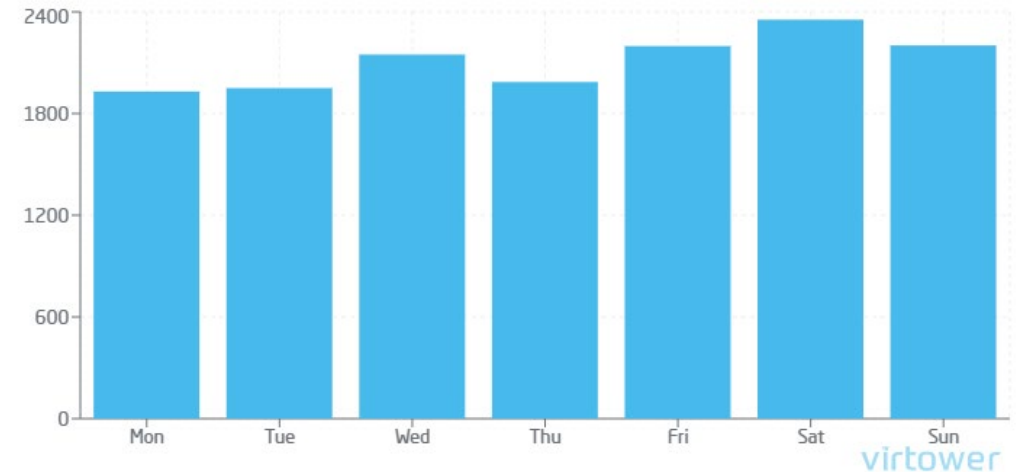
2023

Operations by Day of Week
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2024

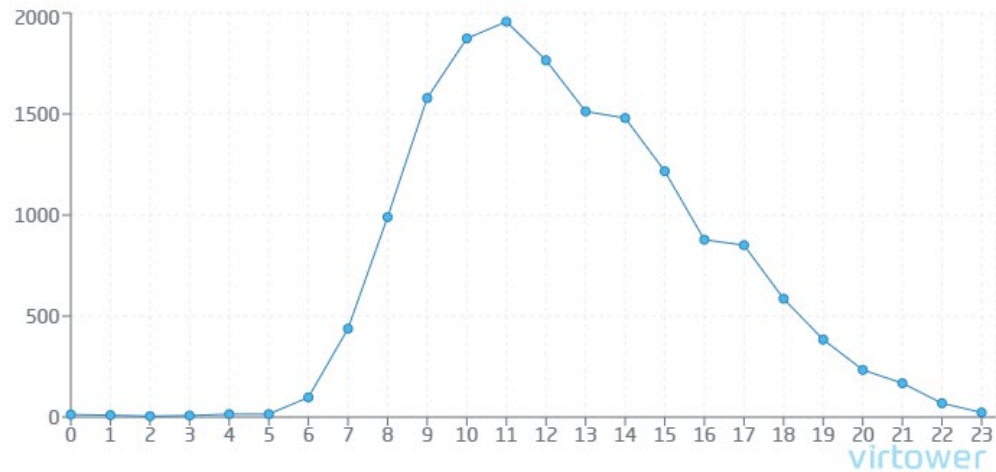
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Operations per Hour (Landings and Takeoffs)

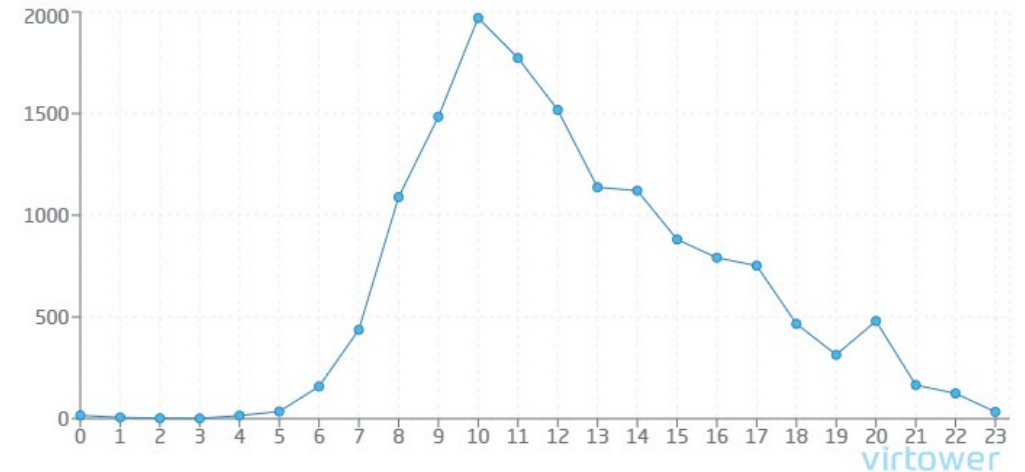
2023

Operations per Hour (Landings & Takeoffs)
KCNY 01/01/2023 0:00 > 12/31/2023 23:59 LT



2024

Operations per Hour (Landings & Takeoffs)
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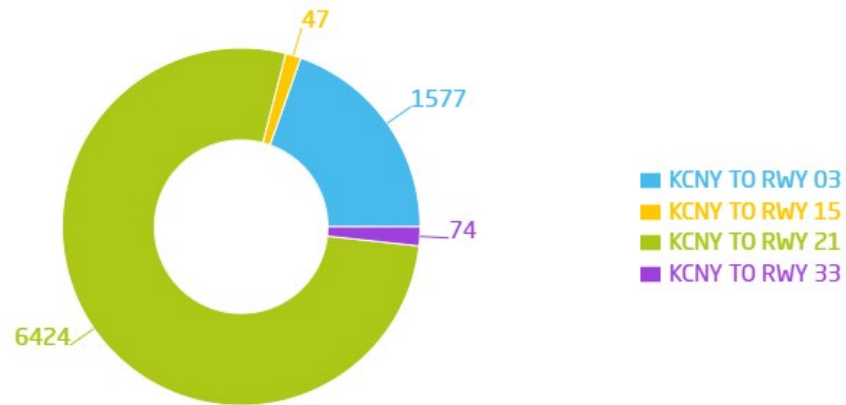


Takeoffs per Runway

2023

Takeoffs per Runway

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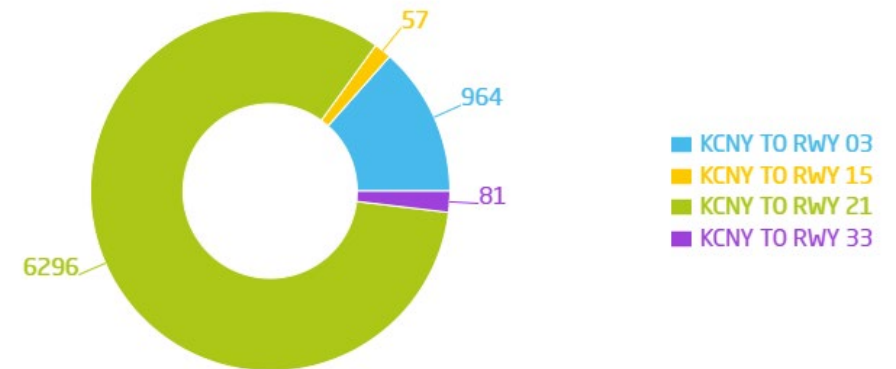


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2024

Takeoffs per Runway

KCNY 01/01/2024 0:00 > 12/31/2024 23:59 LT



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Total Airport Operations

2023

Summary

Landings		Take-Offs		Totals	
Single Engine	4310	Single Engine	4178	Single Engine	8488
Single Engine Turbine	2141	Single Engine Turbine	2319	Single Engine Turbine	4460
Multi Engine	205	Multi Engine	191	Multi Engine	396
Multi Engine Turbine	113	Multi Engine Turbine	115	Multi Engine Turbine	228
Business Jet	368	Business Jet	360	Business Jet	728
Jet 2	636	Jet 2	636	Jet 2	1272
Helicopter	174	Helicopter	220	Helicopter	394
Military	42	Military	40	Military	82
Military Helicopter	1	Military Helicopter	3	Military Helicopter	4
Light Sport Aircraft	49	Light Sport Aircraft	53	Light Sport Aircraft	102
Other	10	Other	7	Other	17
TOTAL	8049	TOTAL	8122	TOTAL	16171

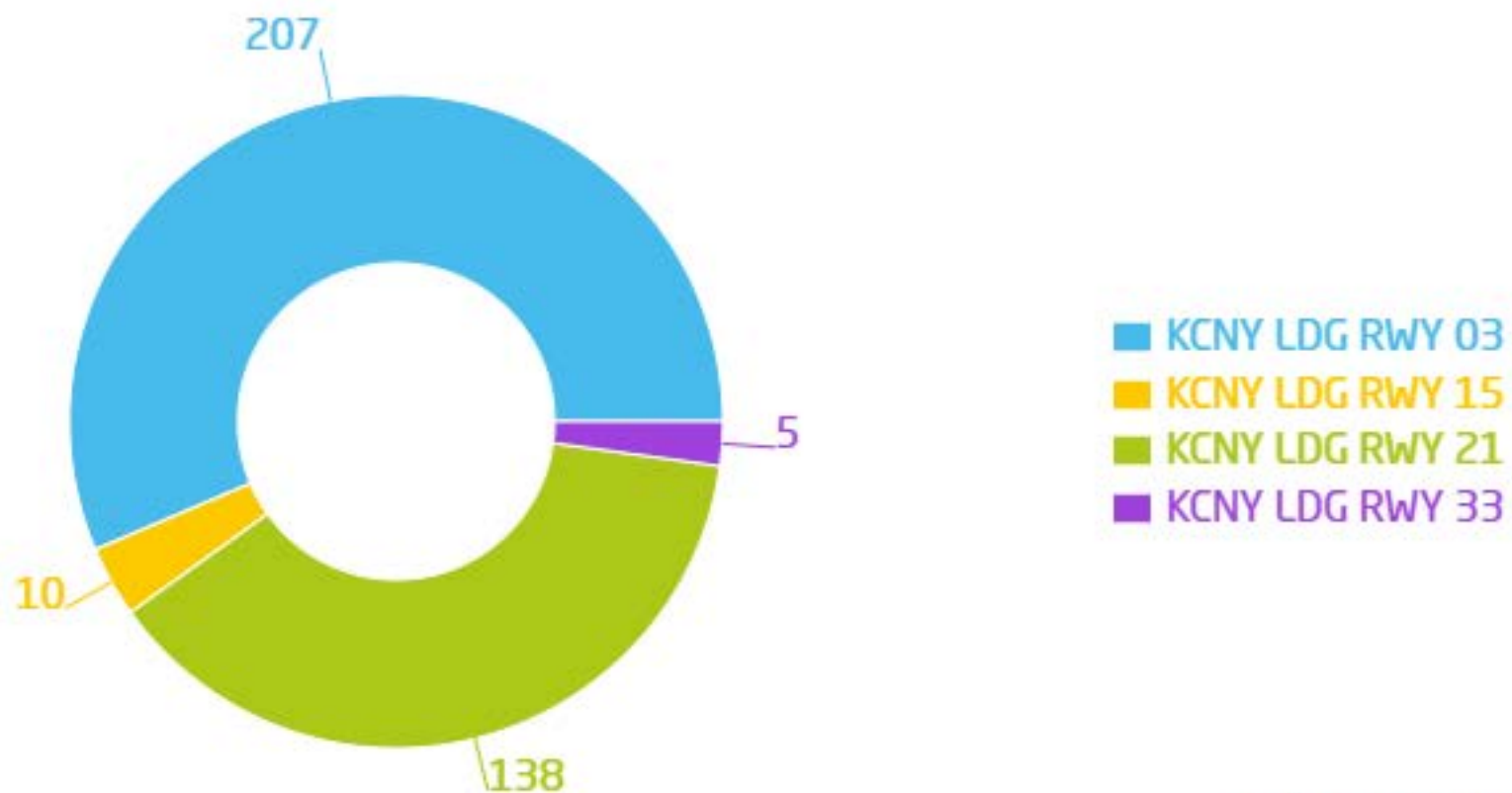
2024

Summary

Landings		Take-Offs		Totals	
Single Engine	3618	Single Engine	3592	Single Engine	7210
Single Engine Turbine	2245	Single Engine Turbine	2257	Single Engine Turbine	4502
Multi Engine	79	Multi Engine	77	Multi Engine	156
Multi Engine Turbine	197	Multi Engine Turbine	192	Multi Engine Turbine	389
Business Jet	1001	Business Jet	1000	Business Jet	2001
Jet 2	33	Jet 2	33	Jet 2	66
Helicopter	114	Helicopter	169	Helicopter	283
Military	41	Military	40	Military	81
Military Helicopter	3	Military Helicopter	1	Military Helicopter	4
Light Sport Aircraft	34	Light Sport Aircraft	29	Light Sport Aircraft	63
Glider	1	Glider	1	Glider	2
Other	4	Other	7	Other	11
TOTAL	7370	TOTAL	7398	TOTAL	14768

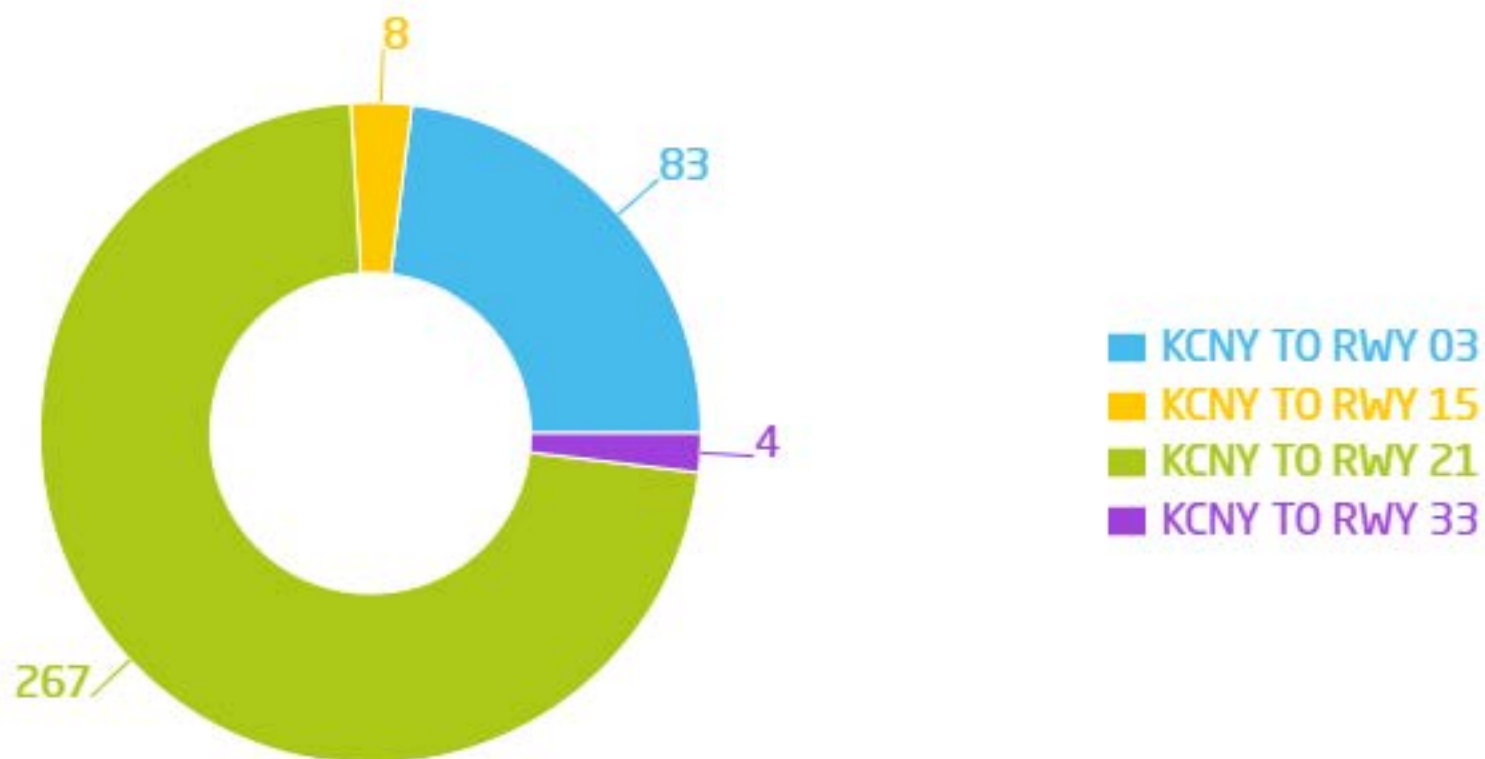
Landings per Runway

KCNY 12/01/2024 0:00 > 12/31/2024 23:59 LT



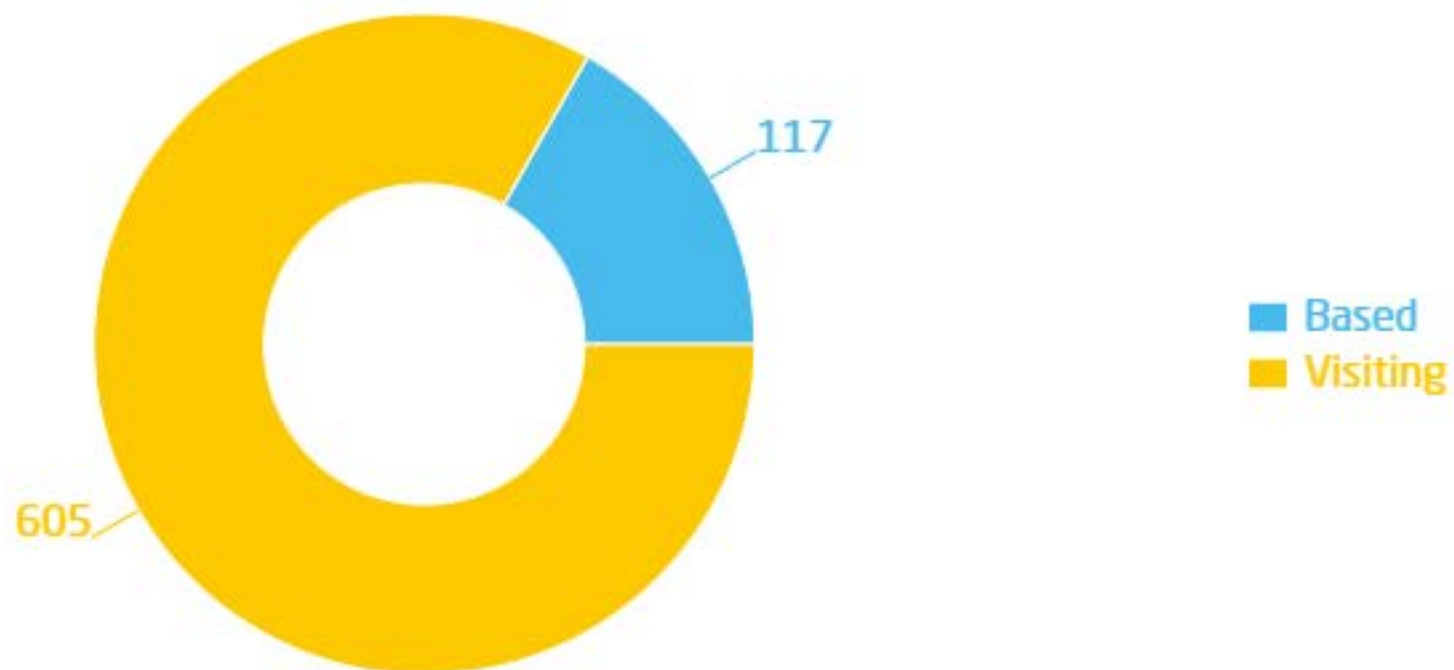
Takeoffs per Runway

KCNY 12/01/2024 0:00 > 12/31/2024 23:59 LT



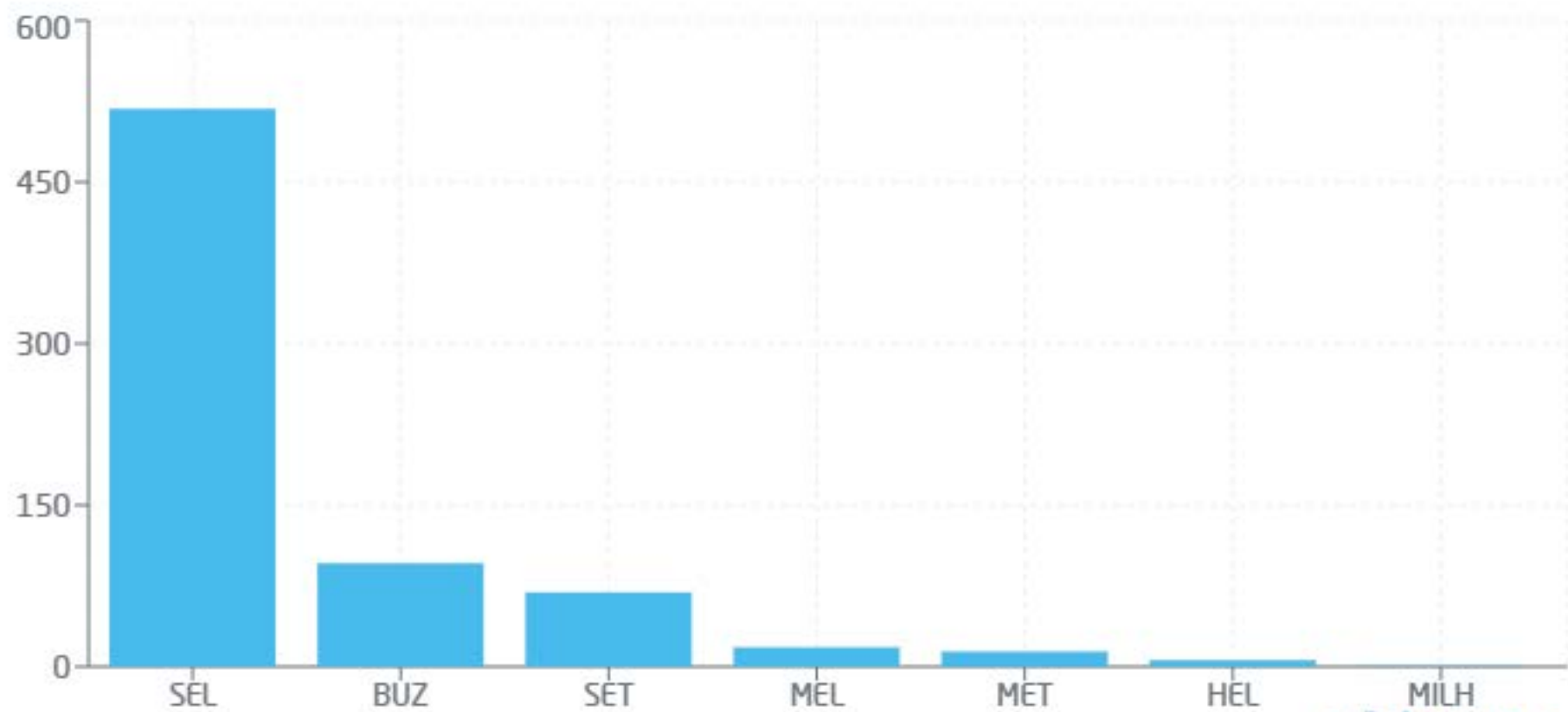
Operations Based vs Visiting

KCNY 12/01/2024 0:00 > 12/31/2024 23:59 LT



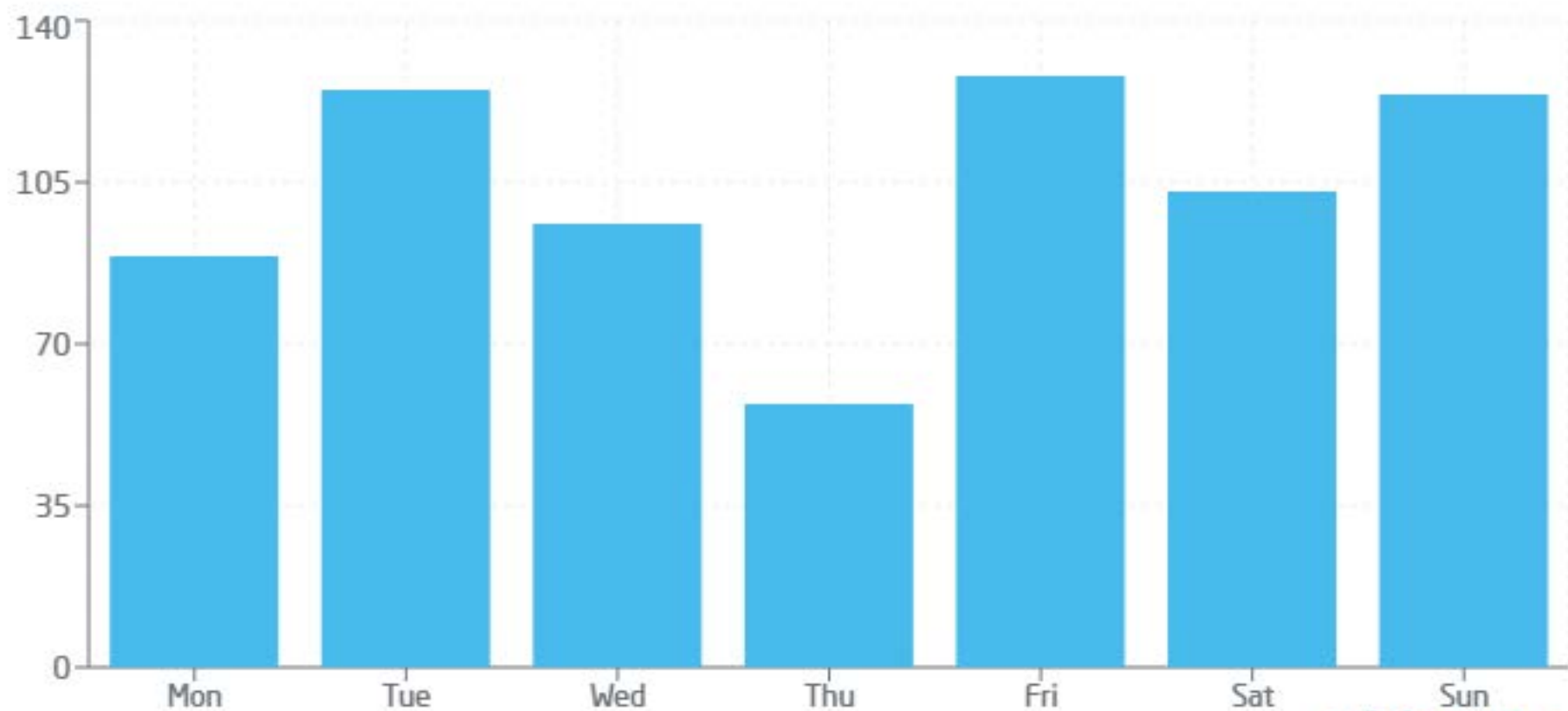
Operations by Aircraft Category

KCNY 12/01/2024 0:00 > 12/31/2024 23:59 LT



Operations by Day of Week

KCNY 12/01/2024 0:00 > 12/31/2024 23:59 LT



Operations per Hour (Landings & Takeoffs)

KCNY 12/01/2024 0:00 > 12/31/2024 23:59 LT

