



## BOARD OF COMMISSIONERS MEETING

Electronic Meeting  
March 02, 2021 at 11:00 AM

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### AGENDA

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

#### CALL TO ORDER

#### ROLL CALL

#### INVOCATION

#### PUBLIC COMMENT

*Public comments will be accepted through the following Zoom Meeting: <https://us02web.zoom.us/j/83382175424> or by phone at +13462487799,83382175424# US (Houston) There will be a three minute time limit for each person wishing to comment. If you exceed that three minute time limit the meeting controller will mute your line. The Chat Box, is not a monitored means for public comment nor is that recognized as a source for public comments in these meetings.*

#### CONSENT AGENDA (Routine Matters) Mack McDonald, San Juan County Administrator

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

1. Check Registers for the Week of 2/10/2021 through 2/17/2021
2. Check Registers for 2/18/2021 through 02/22/2021
3. Approval of the February 16, 2021 Commission Meeting Minutes
4. Children with Special Health Care Needs Contract Amendment for the FY 2021 for \$98,694.
5. Request and Approval for the Loader Buyback program for 2021, Todd Adair, Road Department Superintendent

#### BUSINESS/ACTION

6. Consideration and Approval of the Children and Teen Book Enhancement Grant contract, Nicole Perkins, Library Director

7. Consideration and Approval of the Clinical Affiliation Agreement with San Juan County Public Health and Utah State University for assistance in Nursing Educational Programs and as a Clinical Learning Facility, Mack McDonald, Chief Administrative Officer
8. Consideration and Approval of a Contract with the Utah Department of Health and San Juan Public Health for the Building Resilient Inclusive Communities (BRIC) Program for \$13,500 for COVID-19 Efforts, Mack McDonald, Chief Administrative Officer.
9. Authorization and Approval for the Purchase of LigMag Dust Suppressant - Sole Source for 2021, Todd Adair, Road Department Superintendent.
10. Approval of the Bid Award to Lower Overall Bid for Zeke's Hole and Spring Creek Pit crushing - 1.5" Minus Gravel - 25,000 cubic yards in each pit. - Harward and Rees for the low bid of \$393,750., Todd Adair, Road Department Superintendent
11. Request to Approve the Maintenance Technician II Career Level Position within the Road Department, Todd Adair Road Department Superintendent
12. Consideration and Recommendation of the Award of the Cal Black Memorial Airport U96 Runway Rehabilitation Project and Authorization of the County Administrator to Sign the Notice of Award Upon Issuance of the FAA Grant.
13. Consideration and Approval of the Cal Black Memorial Airport Grant with the Federal Aviation Administration, Mack McDonald, Chief Administrative Officer
14. Letter to Director of the Bureau of Land Management Requesting the Bureau Reject Lease Offers for the McCracken Mesa Area, Commissioner Willie Grayeyes

## **COMMISSION REPORTS**

## **ADJOURNMENT**

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

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

**San Juan County  
Check Register  
General Fund Checking - Zions 566101143 - 02/10/2021 to 02/17/2021**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
Abbott Laboratories	117275	613246806	01/27/2021	02/17/2021	454.92	Blanding Senior Citizens	104679610 - Miscellaneous Supplie
Abbott Laboratories	117275	613246806	01/27/2021	02/17/2021	729.27	Blanding Senior Citizens	104680610 - Miscellaneous Supplie
					\$1,184.19		
					<b>\$1,184.19</b>		
Alan's Body Shop	117276	13934	02/01/2021	02/17/2021	90.00	SJC Road Dept	214412250 - Equipment Operation
					<b>\$90.00</b>		
Amerigas Propane LP	117277	3117204813	01/22/2021	02/17/2021	582.32	200752247	104225270 - Utilities
Amerigas Propane LP	117277	3117309645	01/24/2021	02/17/2021	760.45	200752247	104225270 - Utilities
Amerigas Propane LP	117277	3117339243	01/25/2021	02/17/2021	215.74	200752247	104225270 - Utilities
Amerigas Propane LP	117277	3117509659	01/29/2021	02/17/2021	286.74	200752247	104225270 - Utilities
Amerigas Propane LP	117277	3117559284	01/30/2021	02/17/2021	228.56	200752247	104225270 - Utilities
Amerigas Propane LP	117277	3117559288	01/30/2021	02/17/2021	240.26	200752247	104225270 - Utilities
Amerigas Propane LP	117277	3117559291	01/30/2021	02/17/2021	408.76	200752247	104225270 - Utilities
					\$2,722.83		
					<b>\$2,722.83</b>		
Best Deal Spring Inc.	117278	20004324-00	02/02/2021	02/17/2021	555.20	SJC Road Dept	214412250 - Equipment Operation
					<b>\$555.20</b>		
Blue Mountain Foods	117279	112780	02/16/2021	02/17/2021	24.96	SJC Jail	104230480 - Kitchen Food
Blue Mountain Foods	117279	112872	01/04/2021	02/17/2021	20.58	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117279	112882	01/06/2021	02/17/2021	25.13	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117279	112883	01/06/2021	02/17/2021	109.54	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	117279	112896	01/08/2021	02/17/2021	36.44	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117279	112906	01/11/2021	02/17/2021	32.19	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117279	112928	01/13/2021	02/17/2021	13.29	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117279	112941	01/14/2021	02/17/2021	23.66	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117279	112951	01/15/2021	02/17/2021	21.43	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117279	112969	01/18/2021	02/17/2021	47.15	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	117279	112982	01/20/2021	02/17/2021	65.27	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117279	112987	01/20/2021	02/17/2021	53.84	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117279	112998	01/22/2021	02/17/2021	12.54	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	117279	113012	01/25/2021	02/17/2021	37.45	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117279	113013	02/16/2021	02/17/2021	56.72	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	117279	113023	02/16/2021	02/17/2021	19.81	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117279	113030	02/16/2021	02/17/2021	9.49	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	117279	113031	02/16/2021	02/17/2021	66.50	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117279	113045	02/16/2021	02/17/2021	18.53	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	117279	113066	02/03/2021	02/17/2021	13.57	SJC Sheriff Dept	104230480 - Kitchen Food
Blue Mountain Foods	117279	113147	02/16/2021	02/17/2021	3.39	SJC Aging	104230480 - Kitchen Food
					\$711.48		
					<b>\$711.48</b>		
Blue Mountain Meats Inc.	117280	396761	01/27/2021	02/17/2021	694.97	SJC Aging	104678328 - Meals - La Sal
					<b>\$694.97</b>		

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Bound Tree Medical LCC	117281	83936354	02/01/2021	02/17/2021	134.28	SJC Ambulance Service	264350610 - Miscellaneous Supplie
					<b>\$134.28</b>		
CenturyLink	117282	CL20210216121	02/17/2021	02/17/2021	1,765.06	435-867-3752 606B E911	104232280 - Telephone
					<b>\$1,765.06</b>		
Choice NTUA Wireless	117283	002982834	02/16/2021	02/17/2021	138.96	SJC Elections	104173310 - Professional and Tech
					<b>\$138.96</b>		
Cintas Corporation #108	117284	4075507741	02/09/2021	02/17/2021	79.35	SJC Road Dept	214414260 - Buildings and Grounds
					<b>\$79.35</b>		
Cloward, Cole	117285	EV20210216121	02/16/2021	02/17/2021	50.00	Planning and Zoning meeting	104114620 - Miscellaneous Service
Cloward, Cole	117285	EV20210216121	02/16/2021	02/17/2021	57.50	Planning and Zoning meeting	104114230 - Travel Expense
					\$107.50		
					<b>\$107.50</b>		
Collins, Catherine	117286	EV20210211161	01/31/2021	02/17/2021	560.00	Alternatives	104679615 - Contracts
					<b>\$560.00</b>		
Comfort at Home Care LLC	117287	260	01/29/2021	02/17/2021	2,009.00	SJC Aging	104684615 - Contracts
					<b>\$2,009.00</b>		
Delta Rigging & Tools Inc.	117288	GRA_PSI000811	02/08/2021	02/17/2021	113.00	SJC Road	214412250 - Equipment Operation
					<b>\$113.00</b>		
Discovery Polygraph Services	117289	113	02/06/2021	02/17/2021	300.00	SJC Sheriff	104230310 - Professional and Tech
					<b>\$300.00</b>		
Dominion Energy	117290	DE20210211160	02/03/2021	02/17/2021	291.17	8743860000 96 W 100 S	264350270 - Utilities
Dominion Energy	117290	DE20210211160	02/03/2021	02/17/2021	59.57	4922180000 835 E Central Office	104225270 - Utilities
Dominion Energy	117290	DE20210211160	02/03/2021	02/17/2021	59.57	4922180000 835 E Central Office	104255270 - Utilities
Dominion Energy	117290	DE20210211160	02/03/2021	02/17/2021	59.57	4922180000 835 E Central Office	264350270 - Utilities
Dominion Energy	117290	DE20210211160	02/03/2021	02/17/2021	350.90	6063860000 Central Rd	104225270 - Utilities
Dominion Energy	117290	DE20210211160	02/03/2021	02/17/2021	350.90	6063860000 Central Rd	104255270 - Utilities
Dominion Energy	117290	DE20210211170	02/03/2021	02/17/2021	179.37	7624767442 881 E Center	104225270 - Utilities
Dominion Energy	117290	DE20210211170	02/03/2021	02/17/2021	704.87	3617789388 885 E Center	214414270 - Utilities
Dominion Energy	117290	DE20210216121	02/16/2021	02/17/2021	316.99	7643860000 80 N Main St	104161270 - Utilities
Dominion Energy	117290	DE20210216121	02/16/2021	02/17/2021	1,419.30	6843860000 117 S Main	104161270 - Utilities
Dominion Energy	117290	DE20210216121	02/16/2021	02/17/2021	256.63	3153860000 264 S 100 E	104161270 - Utilities
Dominion Energy	117290	DE20210216121	02/16/2021	02/17/2021	2,139.83	6353860000 297 S Main	104161270 - Utilities
Dominion Energy	117290	DE20210216121	02/16/2021	02/17/2021	381.87	0922180000 835 E Central Fair	104161270 - Utilities
Dominion Energy	117290	DE20210216121	02/16/2021	02/17/2021	231.25	2922180000 835 E Central Book	104161270 - Utilities
					\$6,801.79		
					<b>\$6,801.79</b>		
DTS - State of Utah	117291	2107R03300000	01/01/2021	02/17/2021	694.25	SJC Sheriffs Office	104210620 - Miscellaneous Service



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DTS - State of Utah	117291	2107R03300000	01/01/2021	02/17/2021	123.86	SJC Attorney	104145482 - Law Library Supplies
					\$818.11		
					<b>\$818.11</b>		
Earthgrains Baking Company	117292	85272222283	02/02/2021	02/17/2021	56.00	SJC Sheriff	104230480 - Kitchen Food
					<b>\$56.00</b>		
Emery Telcom	117293	2278SZ10001.01	02/01/2021	02/17/2021	2,041.62	2278.S.100	104574615 - Contracts
Emery Telcom	117293	ET20210210112	02/01/2021	02/17/2021	84.95	3324200 - SJC Admin Building	104255270 - Utilities
Emery Telcom	117293	ET20210210112	02/01/2021	02/17/2021	104.95	3324200 - SJC Admin Building	214414280 - Telephone
Emery Telcom	117293	ET20210210112	02/01/2021	02/17/2021	180.95	3324200 - SJC Admin Building	104151620 - Miscellaneous Service
Emery Telcom	117293	ET20210210112	02/01/2021	02/17/2021	84.95	3609200 - SJC Communications	104232280 - Telephone
Emery Telcom	117293	ET20210210112	02/01/2021	02/17/2021	88.31	987300 - SJC Public Safety	104230280 - Telephone
Emery Telcom	117293	ET20210211160	02/01/2021	02/17/2021	118.26	988500 - SJC Emergency Services	104255270 - Utilities
Emery Telcom	117293	ET20210211160	02/01/2021	02/17/2021	195.36	3514200 SJC Blanding Seniors	104672270 - Utilities
Emery Telcom	117293	ET20210211160	02/01/2021	02/17/2021	139.90	3431000 SJC EMS	264350280 - Telephone
					\$3,039.25		
					<b>\$3,039.25</b>		
Empire Electric Assoc. Inc.	117294	1001657386	01/28/2021	02/17/2021	54.36	9579007 - Fire C	104225270 - Utilities
Empire Electric Assoc. Inc.	117294	1001657387	02/16/2021	02/17/2021	562.56	9579003 - 80 N Main St	724167270 - Utilities
Empire Electric Assoc. Inc.	117294	1001657388	02/16/2021	02/17/2021	1,251.47	9579004 - 117 S Main	104161270 - Utilities
Empire Electric Assoc. Inc.	117294	1001657389	01/28/2021	02/17/2021	137.71	9579005 - Hwy 491 Shop	104225270 - Utilities
Empire Electric Assoc. Inc.	117294	1001657389	01/28/2021	02/17/2021	137.71	9579005 - Hwy 491 Shop	104255270 - Utilities
Empire Electric Assoc. Inc.	117294	1001657390	01/28/2021	02/17/2021	171.31	9579006 - PO Box 338	104225270 - Utilities
Empire Electric Assoc. Inc.	117294	1001657390	01/28/2021	02/17/2021	171.31	9579006 - PO Box 338	104255270 - Utilities
Empire Electric Assoc. Inc.	117294	1001657390	01/28/2021	02/17/2021	171.31	9579006 - PO Box 338	264350270 - Utilities
Empire Electric Assoc. Inc.	117294	1001657391	02/16/2021	02/17/2021	1,023.26	9579028 Abajo Peak	104574270 - Utilities
Empire Electric Assoc. Inc.	117294	1001657392	02/16/2021	02/17/2021	170.90	9579029 - 264 S 100 E	104161270 - Utilities
Empire Electric Assoc. Inc.	117294	1001657395	01/28/2021	02/17/2021	249.76	9579025 - 881 E Center St	214414270 - Utilities
Empire Electric Assoc. Inc.	117294	1001657396	02/16/2021	02/17/2021	48.71	9579032 - 81 E Pinion St	104161270 - Utilities
Empire Electric Assoc. Inc.	117294	1001657397	01/28/2021	02/17/2021	208.33	9579027 - 96 W 100 S	264350270 - Utilities
Empire Electric Assoc. Inc.	117294	1001657398	01/28/2021	02/17/2021	34.94	9579010 - Fire DP - Cedar Point	104225270 - Utilities
					\$4,393.64		
					<b>\$4,393.64</b>		
Farmers Telecommunications Inc	117295	FTC2021021116	02/01/2021	02/17/2021	54.99	6921 Cedar Point Volunteer Fire	104225280 - Telephone
					<b>\$54.99</b>		
Fastenal Company	117296	COBAY63909	01/28/2021	02/17/2021	318.46	SJC Road	214412250 - Equipment Operation
					<b>\$318.46</b>		
Four Corners Welding & Gas	117297	GR00154372	01/31/2021	02/17/2021	37.00	SJC Landfill	574424610 - Miscellaneous Supplie
Four Corners Welding & Gas	117297	GR00154374	01/31/2021	02/17/2021	82.00	SJC Road Dept	214412250 - Equipment Operation
					\$119.00		
					<b>\$119.00</b>		

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Frontier	117298	FC20201203162	12/04/2020	02/17/2021	1,098.70	435-196-1750-052411-8	104252280 - Telephone
Frontier	117298	FC20201203163	12/04/2020	02/17/2021	404.66	435-651-3351-082400-8	104225280 - Telephone
Frontier	117298	FC20201203163	12/04/2020	02/17/2021	162.76	435-587-2797-030304-8	104225280 - Telephone
Frontier	117298	FC20201203163	12/04/2020	02/17/2021	99.70	435-686-2315-022801-8	104225280 - Telephone
Frontier	117298	FC20201203163	12/04/2020	02/17/2021	200.88	435-686-9990-051408-8	104672280 - Telephone
Frontier	117298	FC20201203163	12/04/2020	02/17/2021	210.78	435-672-2390-091394-8	104672280 - Telephone
Frontier	117298	FC20201204150	12/07/2020	02/17/2021	122.84	435-672-2230-103105-8	264350280 - Telephone
Frontier	117298	FC20201204150	12/07/2020	02/17/2021	944.29	435-188-3500-010715-8	104150280 - Telephone
Frontier	117298	FC20201207-11	12/07/2020	02/17/2021	76.92	435-651-3269-111692-8	214414280 - Telephone
Frontier	117298	FC20210211160	02/01/2021	02/17/2021	63.46	435-683-2366-031309-8	104225280 - Telephone
					<u>\$3,384.99</u>		
					<b>\$3,384.99</b>		
Goebel Anderson PC	117299	6475	02/02/2021	02/17/2021	6,615.00	SJC Attorney	104156310 - Professional and Tech
Goebel Anderson PC	117299	6476	02/02/2021	02/17/2021	3,105.00	SJC Attorney	104156310 - Professional and Tech
					<u>\$9,720.00</u>		
					<b>\$9,720.00</b>		
Grand Junction Peterbilt	117300	189439	02/08/2021	02/17/2021	41.03	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117300	189479	02/01/2021	02/17/2021	143.96	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117300	189511	02/02/2021	02/17/2021	34.54	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117300	189526	02/02/2021	02/17/2021	107.40	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117300	189591	02/03/2021	02/17/2021	990.00	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117300	189651	02/04/2021	02/17/2021	795.35	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117300	189659	02/04/2021	02/17/2021	53.20	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117300	189685	02/05/2021	02/17/2021	163.92	SJC Road Dept	214412250 - Equipment Operation
					<u>\$2,329.40</u>		
					<b>\$2,329.40</b>		
Grayson Storage	117301	INV02162021PH	02/01/2021	02/17/2021	40.00	San Juan Public Health	255310.260 - PHEP Preparedness
Grayson Storage	117301	INV02162021PH	01/01/2021	02/17/2021	40.00	San Juan Public Health	255310.260 - PHEP Preparedness
					<u>\$80.00</u>		
					<b>\$80.00</b>		
Hines, Sandi Jo	117302	EV20210210111	02/05/2021	02/17/2021	50.00	OVER PAYMENT	103511000 - Justice Court Fines
					<u>\$50.00</u>		
					<b>\$50.00</b>		
Hoggard, Jeremy	117303	EV20210216121	02/16/2021	02/17/2021	192.10	Purchase Reimbursement	264350610 - Miscellaneous Supplie
					<u>\$192.10</u>		
					<b>\$192.10</b>		
Homewatch CareGivers of Utah	117304	49130	02/05/2021	02/17/2021	682.00	SJC Aging	104679615 - Contracts
Homewatch CareGivers of Utah	117304	49131	02/05/2021	02/17/2021	465.00	SJC Aging	104679615 - Contracts
					<u>\$1,147.00</u>		
					<b>\$1,147.00</b>		
Honnen Equipment Co.	117305	1241790	02/01/2021	02/17/2021	22.16	SJC Road Dept	214412250 - Equipment Operation
Honnen Equipment Co.	117305	1241791	02/01/2021	02/17/2021	449.67	SJC Road Dept	214412250 - Equipment Operation
					<u>\$471.83</u>		
					<b>\$471.83</b>		

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Hughes Network Systems LLC	117306	B1-372696545	01/30/2021	02/17/2021	128.88	SJC Landfill	574424270 - Utilities
					<b>\$128.88</b>		
ImageNet Consulting LLC	117307	CNIN127390FA	01/21/2021	02/17/2021	35.24	SJC Non Dept	104150240 - Office Expense
					<b>\$35.24</b>		
International Association of Govern	117308	1716	02/09/2021	02/17/2021	200.00	MEMBERSHIP	104144210 - Subscriptions and Me
					<b>\$200.00</b>		
J.M. Custom & Industrial	117309	4076	02/03/2021	02/17/2021	275.19	SJC Road Dept	214412250 - Equipment Operation
					<b>\$275.19</b>		
Jacco Distributing Company	117310	10948	02/01/2021	02/17/2021	48.25	SJC Road Dept	214412250 - Equipment Operation
					<b>\$48.25</b>		
Jim, Rueben	117311	233R21	02/11/2021	02/17/2021	100.00	BOOT ALLOWANCE	214414480 - Special Department Su
					<b>\$100.00</b>		
Joe, Lita	117312	EV20210211161	01/31/2021	02/17/2021	560.00	Alternatives	104679615 - Contracts
					<b>\$560.00</b>		
Johnston, William	117313	EV20210216121	02/17/2021	02/17/2021	50.00	Planning & Zoning Meeting	104114620 - Miscellaneous Service
Johnston, William	117313	EV20210216121	02/17/2021	02/17/2021	51.75	Planning & Zoning Meeting	104114230 - Travel Expense
					\$101.75		
					<b>\$101.75</b>		
JVP Inc.	117314	JVP2021021116	02/03/2021	02/17/2021	6.78	Bluff Senior Center	104678329 - Meals - Bluff
					<b>\$6.78</b>		
Kelley, Leslie	117315	EV20210216121	02/16/2021	02/17/2021	14.42	Purchase Reimbursement	104230480 - Kitchen Food
					<b>\$14.42</b>		
L.N. Curtis & Sons	117316	INV458947	01/25/2021	02/17/2021	1,285.00	SJC Fire Control	104225620 - Miscellaneous Service
L.N. Curtis & Sons	117316	INV459000	01/25/2021	02/17/2021	1,335.26	SJC Fire Control	104220620 - Miscellaneous Service
L.N. Curtis & Sons	117316	INV459071	01/25/2021	02/17/2021	2,000.00	SJC Fire Control	104220620 - Miscellaneous Service
L.N. Curtis & Sons	117316	INV459071	01/25/2021	02/17/2021	4,381.00	SJC Fire Control	104220615 - Contracts
					\$9,001.26		
					<b>\$9,001.26</b>		
Lacy, Lehi	117317	EV20210216121	02/16/2021	02/17/2021	520.00	Reserve LEO	104210110 - Salaries and Wages
					<b>\$520.00</b>		
Lansing, Loleta	117318	EC20210211161	01/31/2021	02/17/2021	560.00	Alternatives	104679615 - Contracts
					<b>\$560.00</b>		
Long, Roxy	117319	RL20210210111	02/05/2021	02/17/2021	585.00	Nursing Services	104230250 - Equipment Operation
					<b>\$585.00</b>		

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Main Street Drug and Boutique	117320	157085	02/16/2021	02/17/2021	9.38	San Juan County Jail	104230312 - Medical Expenses
Main Street Drug and Boutique	117320	157297	02/04/2021	02/17/2021	74.79	San Juan County Jail	104230312 - Medical Expenses
					<u>\$84.17</u>		
					<b>\$84.17</b>		
MCI	117321	MCI2021021116	02/01/2021	02/17/2021	28.97	08693326894 Cal Black Airport	105430280 - Telephone
					<u>\$28.97</u>		
					<b>\$28.97</b>		
Melissa Argyle RD CD	117322	INV0107	02/03/2021	02/17/2021	300.00	Nutrition Consulting	104673310 - Professional and Tech
					<u>\$300.00</u>		
					<b>\$300.00</b>		
Mexican Hat Special Serv Dist.	117323	221-24	02/03/2021	02/17/2021	72.43	SJC Fire/Rescue	104225270 - Utilities
					<u>\$72.43</u>		
					<b>\$72.43</b>		
Meyer, Rick	117324	EV20210210112	02/05/2021	02/17/2021	58.71	Purchase Reimbursement	104146240 - Office Expense
Meyer, Rick	117324	TR20210210112	02/05/2021	02/17/2021	589.74	Travel Reimbursement	104146230 - Travel Expense
					<u>\$648.45</u>		
					<b>\$648.45</b>		
MicroMarketing	117325	838578	02/02/2021	02/17/2021	33.03	SJC Library	724581480 - Collection Developmen
					<u>\$33.03</u>		
					<b>\$33.03</b>		
Monticello City	117326	MC20210211160	01/31/2021	02/17/2021	260.00	SJC Ambulance	264350270 - Utilities
					<u>\$260.00</u>		
					<b>\$260.00</b>		
Monticello High School	117327	1085PH	02/11/2021	02/17/2021	20.00	Food Handler's Cards	255740.310 - State LHD Eviron Prof
					<u>\$20.00</u>		
					<b>\$20.00</b>		
Monticello Mercantile	117328	C191200	10/28/2020	02/17/2021	41.98	SJC Communications	104151740 - Equipment Purchases
Monticello Mercantile	117328	C194448	11/30/2020	02/17/2021	-64.46	SJC Road	214414260 - Buildings and Grounds
Monticello Mercantile	117328	C195715-	12/12/2020	02/17/2021	-50.00	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	117328	C196279	12/18/2020	02/17/2021	19.47	SJC Admin Building	104166260 - Buildings and Grounds
Monticello Mercantile	117328	C199808	02/16/2021	02/17/2021	5.98	SJC Sheriff	104210610 - Miscellaneous Supplie
Monticello Mercantile	117328	C200053	02/02/2021	02/17/2021	11.56	SJC Fire	104220615 - Contracts
Monticello Mercantile	117328	C200503	02/08/2021	02/17/2021	9.48	SJC Road	214414410 - Road Supplies
Monticello Mercantile	117328	C200592	02/16/2021	02/17/2021	6.45	SJC Sheriff	104230240 - Office Expense
Monticello Mercantile	117328	E17690	11/16/2020	02/17/2021	38.79	SJC Ambulance	264350610 - Miscellaneous Supplie
					<u>\$19.25</u>		
					<b>\$19.25</b>		
Morris, Rose	117329	EV20210211161	01/31/2021	02/17/2021	560.00	Alternatives	104679615 - Contracts
					<u>\$560.00</u>		
					<b>\$560.00</b>		
Morris, Vance	117330	EV20210211161	01/31/2021	02/17/2021	560.00	Alternatives	104679615 - Contracts
					<u>\$560.00</u>		
					<b>\$560.00</b>		
Motor Parts	117331	775690	01/21/2021	02/17/2021	8.23	SJC Road Dept	214412250 - Equipment Operation

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Motor Parts	117331	775725	01/21/2021	02/17/2021	30.71	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117331	775904	01/25/2021	02/17/2021	53.19	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117331	775945	01/25/2021	02/17/2021	61.50	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117331	776065	01/25/2021	02/17/2021	165.21	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117331	776144	01/27/2021	02/17/2021	112.00	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117331	776417	02/01/2021	02/17/2021	63.61	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117331	776460	02/02/2021	02/17/2021	2.22	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117331	776483	02/02/2021	02/17/2021	30.72	SJC Landfill	574424250 - Equipment Operation
Motor Parts	117331	776549	02/03/2021	02/17/2021	2.65	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117331	776568	02/03/2021	02/17/2021	57.81	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117331	776629	02/04/2021	02/17/2021	117.88	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	117331	776632	02/04/2021	02/17/2021	57.94	SJC Road Dept	214412250 - Equipment Operation
					<b>\$763.67</b>		
					<b>\$763.67</b>		
Navajo Nation Water Code Admini	117332	204-1046	01/22/2021	02/17/2021	6.68	SJC Fire	104225270 - Utilities
					<b>\$6.68</b>		
Navajo Sanitation	117333	101655	02/01/2021	02/17/2021	175.00	Bluff Senior Center-2772	104672270 - Utilities
					<b>\$175.00</b>		
Nelson, Melvin	117334	EV20210216121	02/16/2021	02/17/2021	50.00	Planning and Zoning	104114620 - Miscellaneous Service
					<b>\$50.00</b>		
New Technology Solutions	117335	4130	01/25/2021	02/17/2021	80.00	SJC Admin Building	104161310 - Professional and Tech
New Technology Solutions	117335	4131	01/25/2021	02/17/2021	100.00	SJC Admin Building	104161310 - Professional and Tech
New Technology Solutions	117335	4133	01/25/2021	02/17/2021	40.00	SJC Ambulance	104161310 - Professional and Tech
New Technology Solutions	117335	4134	01/25/2021	02/17/2021	130.00	SJC Ambulance	104161310 - Professional and Tech
New Technology Solutions	117335	4135	01/25/2021	02/17/2021	80.00	SJC Health Dept	254310260 - Buildings and Grounds
					<b>\$430.00</b>		
					<b>\$430.00</b>		
Nicholas & Company	117336	7378117	10/26/2020	02/17/2021	1,310.87	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	117336	7406325	02/16/2021	02/17/2021	173.47	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	117336	7407631	11/30/2020	02/17/2021	1,531.09	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	117336	7407633	11/30/2020	02/17/2021	165.44	SJC Aging	104678325 - Meals - Blanding
Nicholas & Company	117336	7465921	02/01/2021	02/17/2021	1,701.78	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	117336	7465927	02/01/2021	02/17/2021	1,268.56	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	117336	7465929	02/01/2021	02/17/2021	1,362.78	SJC Aging	104678325 - Meals - Blanding
Nicholas & Company	117336	7465930	02/01/2021	02/17/2021	489.21	SJC Aging	104678329 - Meals - Bluff
Nicholas & Company	117336	7465939	02/01/2021	02/17/2021	1,088.75	SJC Aging	104678328 - Meals - La Sal
Nicholas & Company	117336	7469479	02/04/2021	02/17/2021	47.98	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	117336	7472719	02/08/2021	02/17/2021	2,085.19	SJC Sheriff	104230480 - Kitchen Food
					<b>\$11,225.12</b>		
					<b>\$11,225.12</b>		
Norman, Ryan	117337	234R21	02/11/2021	02/17/2021	100.00	BOOT ALLOWANCE	214414480 - Special Department Su
					<b>\$100.00</b>		

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Office Depot	117338	154547213001	02/16/2021	02/17/2021	71.87	SJC Clerk	104142240 - Office Expense
					<b>\$71.87</b>		
Olguin, Christopher	117339	235R21	02/11/2021	02/17/2021	100.00	BOOT ALLOWANCE	214414480 - Special Department Su
					<b>\$100.00</b>		
Oliver & Sitterud	117340	OS20210210111	02/01/2021	02/17/2021	3,300.00	Public Defender	104126615 - Contracts
					<b>\$3,300.00</b>		
Packard Wholesale Co.	117341	INV160777	02/03/2021	02/17/2021	290.76	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	117341	INV160793	02/03/2021	02/17/2021	512.80	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	117341	INV160811	02/03/2021	02/17/2021	156.83	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	117341	INV160819	02/03/2021	02/17/2021	678.01	SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	117341	INV160821	02/03/2021	02/17/2021	307.31	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	117341	INV160822	02/03/2021	02/17/2021	37.59	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	117341	INV161136	02/10/2021	02/17/2021	91.74	SJC Public Health - Custodial Supplies	255007.260 - Indirect Admin Buildin
					<b>\$2,075.04</b>		
					<b>\$2,075.04</b>		
Personnel Evaluation Inc	117342	39147	01/31/2021	02/17/2021	20.00	SJC Sheriff	104230310 - Professional and Tech
					<b>\$20.00</b>		
Pugh, Delton	117343	TF20210211160	02/05/2021	02/17/2021	45.00	Travel Reimbursement	104680610 - Miscellaneous Supplie
					<b>\$45.00</b>		
					<b>\$45.00</b>		
Quill Corporation	117344	13153671	02/16/2021	02/17/2021	77.93	SJC Recorder	104144240 - Office Expense
Quill Corporation	117344	13158813	02/16/2021	02/17/2021	28.99	SJC Recorder	104144240 - Office Expense
Quill Corporation	117344	13563884	02/16/2021	02/17/2021	26.99	SJC Recorder	104144240 - Office Expense
Quill Corporation	117344	14096330	01/25/2021	02/17/2021	250.46	SJC Treasurer	104143240 - Office Expense
Quill Corporation	117344	14100800	01/25/2021	02/17/2021	281.98	SJC Treasurer	104143240 - Office Expense
Quill Corporation	117344	4583024	02/06/2020	02/17/2021	20.29	SJC Treasurer	104143240 - Office Expense
					<b>\$686.64</b>		
					<b>\$686.64</b>		
Redd's Ace Hardware	117345	401842	01/20/2021	02/17/2021	36.53	SJC Landfill	574424260 - Buildings and Grounds
Redd's Ace Hardware	117345	401957	02/16/2021	02/17/2021	6.99	SJC Communications	104574740 - Equipment Purchases
Redd's Ace Hardware	117345	402131	01/26/2021	02/17/2021	459.99	SJC Landfill	574424740 - Equipment Purchases
Redd's Ace Hardware	117345	402373	02/01/2021	02/17/2021	13.33	SJC Public Health	255620.241 - DEQ Water Quality Po
Redd's Ace Hardware	117345	402462	02/02/2021	02/17/2021	7.17	SJC Landfill	574424240 - Office Expense
Redd's Ace Hardware	117345	402462	02/02/2021	02/17/2021	19.99	SJC Landfill	574424250 - Equipment Operation
Redd's Ace Hardware	117345	402708	02/08/2021	02/17/2021	14.04	SJC Public Health	255620.241 - DEQ Water Quality Po
Redd's Ace Hardware	117345	402782	02/09/2021	02/17/2021	50.39	SJC Road	214412250 - Equipment Operation
Redd's Ace Hardware	117345	402831	02/10/2021	02/17/2021	7.98	SJC Road	214414410 - Road Supplies
Redd's Ace Hardware	117345	402851	02/10/2021	02/17/2021	33.71	SJC Road	214414410 - Road Supplies
					<b>\$650.12</b>		
					<b>\$650.12</b>		

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Regalado, Bruce	117346	236R21	02/11/2021	02/17/2021	80.00	BOOT ALLOWANCE	214414480 - Special Department Su
					<b>\$80.00</b>		
RiverCanyon Wireless	117347	38411	01/18/2021	02/17/2021	35.33	SJC Fair	104620270 - Utilities
					<b>\$35.33</b>		
Rock, Christine	117348	EV20210211161	01/31/2021	02/17/2021	560.00	Alternatives	104679615 - Contracts
					<b>\$560.00</b>		
Rocky Mountain Home Care	117349	RMHC	01/31/2021	02/17/2021	1,050.00	SJC Aging	104682615 - Contracts
Rocky Mountain Home Care	117349	RMHC20210211	01/31/2021	02/17/2021	406.00	SJC Aging	104672615 - Contracts
Rocky Mountain Home Care	117349	RMHC20210211	01/31/2021	02/17/2021	464.00	SJC Aging	104679615 - Contracts
					\$1,920.00		
					<b>\$1,920.00</b>		
Rocky Mountain Power	117350	RMP202102111	01/29/2021	02/17/2021	428.71	73241784-0020 Lasal Fire	104225270 - Utilities
Rocky Mountain Power	117350	RMP202102111	02/04/2021	02/17/2021	80.46	59288636-0045 Fire House/	104225270 - Utilities
Rocky Mountain Power	117350	RMP202102111	02/04/2021	02/17/2021	113.42	73241784-0038 SJC Fire Control	104225270 - Utilities
Rocky Mountain Power	117350	RMP202102111	01/27/2021	02/17/2021	125.61	59271696-0022 Lasal Fire	104225270 - Utilities
Rocky Mountain Power	117350	RMP202102111	01/27/2021	02/17/2021	206.35	59271696-0055	104672270 - Utilities
Rocky Mountain Power	117350	RMP202102111	02/03/2021	02/17/2021	440.49	59271696-0048 SJC Road	104225270 - Utilities
					\$1,395.04		
					<b>\$1,395.04</b>		
San Juan Foundation	117351	1741	02/10/2021	02/17/2021	25.00	SJC Public Health - Inside recycling services	255007.270 - Indirect Admin Utilities
					<b>\$25.00</b>		
San Juan Hospital	117352	6955021	02/16/2021	02/17/2021	987.00	Douglas Lampkin	104230312 - Medical Expenses
					<b>\$987.00</b>		
San Juan Record	117353	158975	02/16/2021	02/17/2021	435.40	Bids for Cal Black Airport	105430620 - Miscellaneous Service
San Juan Record	117353	159036	02/03/2021	02/17/2021	90.30	SJC Road Dept	214414220 - Public Notices
San Juan Record	117353	SJCAG0121	01/31/2021	02/17/2021	733.12	SJC Aging	104673220 - Public Notices
San Juan Record	117353	SJCAG0121	01/31/2021	02/17/2021	733.12	SJC Aging	104684220 - Public Notices
					\$1,991.94		
					<b>\$1,991.94</b>		
Schafer, Trent	117354	EV20210216121	02/16/2021	02/17/2021	50.00	Planning & Zoning Meeting	104114620 - Miscellaneous Service
					<b>\$50.00</b>		
Shrenk, Leah	117355	EV20210216121	02/16/2021	02/17/2021	50.00	Planning and Zoning Meeting	104114620 - Miscellaneous Service
Shrenk, Leah	117355	EV20210216121	02/16/2021	02/17/2021	57.50	Planning and Zoning Meeting	104114230 - Travel Expense
					\$107.50		
					<b>\$107.50</b>		
Silas, Marilyn	117356	EV20210211161	01/31/2021	02/17/2021	560.00	Alternatives	104679615 - Contracts
Silas, Marilyn	117356	EV20210211161	01/31/2021	02/17/2021	560.00	Alternatives	104679615 - Contracts
					\$1,120.00		
					<b>\$1,120.00</b>		

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SJC Inmate Account	117357	SJCIA20210210	02/05/2021	02/17/2021	2,187.01	Trustee Payroll	104230352 - Inmate Humanitarian E
					<b>\$2,187.01</b>		
Skaggs Companies Inc.	117358	450_A_54569_1	01/22/2021	02/17/2021	2.99	SJC Sheriff Dept	104230620 - Miscellaneous Service
Skaggs Companies Inc.	117358	450_A_54842_1	02/01/2021	02/17/2021	97.49	SJC Sheriff Dept	104230620 - Miscellaneous Service
Skaggs Companies Inc.	117358	450_A_54850_1	02/01/2021	02/17/2021	94.50	SJC Sheriff Dept	104230620 - Miscellaneous Service
					\$194.98		
					<b>\$194.98</b>		
Sorensen, Noah	117359	EV20210210111	02/05/2021	02/17/2021	100.00	OVER PAYMENT	103511000 - Justice Court Fines
					<b>\$100.00</b>		
Suitter Axland PLLC	117360	587	02/01/2021	02/17/2021	122.50	SJC Attorney	104156310 - Professional and Tech
					<b>\$122.50</b>		
The Law Offices of Stephen J Stoc	117361	2757	02/01/2021	02/17/2021	30.00	SJC Attorney	104126615 - Contracts
The Law Offices of Stephen J Stoc	117361	2759	02/01/2021	02/17/2021	220.00	SJC Attorney	104126615 - Contracts
The Law Offices of Stephen J Stoc	117361	2760	02/01/2021	02/17/2021	410.00	SJC Attorney	104126615 - Contracts
The Law Offices of Stephen J Stoc	117361	2762	02/01/2021	02/17/2021	10.00	SJC Attorney	104126615 - Contracts
The Law Offices of Stephen J Stoc	117361	2763	02/01/2021	02/17/2021	970.00	SJC Attorney	104126615 - Contracts
The Law Offices of Stephen J Stoc	117361	2766	02/01/2021	02/17/2021	240.00	SJC Attorney	104126615 - Contracts
The Law Offices of Stephen J Stoc	117361	2767	02/01/2021	02/17/2021	20.00	SJC Attorney	104126615 - Contracts
					\$1,900.00		
					<b>\$1,900.00</b>		
Tsosie, Terry	117362	EV20210211161	01/31/2021	02/17/2021	560.00	Alternatives	104679615 - Contracts
					<b>\$560.00</b>		
US Postal Service	117363	EV20210216121	02/16/2021	02/17/2021	965.00	Elections	104173210 - Subscriptions and Me
					<b>\$965.00</b>		
Utah Association of Counties	117364	174	02/01/2021	02/17/2021	50.00	SJC Recorder	104144210 - Subscriptions and Me
					<b>\$50.00</b>		
Utah Communications Authority	117365	INV-780	02/16/2021	02/17/2021	100.00	SJC Communications	104574620 - Miscellaneous Service
					<b>\$100.00</b>		
Utah Prosecution Council	117366	UPC0212202102	02/16/2021	02/17/2021	125.00	SJC Attorney	104145230 - Travel Expense
					<b>\$125.00</b>		
Utah State Division of Finance	117367	USDF20210211	02/16/2021	02/17/2021	20,670.00	New Health Building	244851820 - Interest Expense
Utah State Division of Finance	117367	USDF20210211	02/16/2021	02/17/2021	42,000.00	New Health Building	244851810 - Debt Principle Paymen
					\$62,670.00		
					<b>\$62,670.00</b>		
Verizon Wireless	117368	9870329259	01/01/2021	02/17/2021	25.39	742063425-00001 SJC Assessor	104146280 - Telephone
Verizon Wireless	117368	9870329259	01/01/2021	02/17/2021	53.28	742063425-00001	255008.280 - Indirect Nursing Telep



**San Juan County  
Check Register  
General Fund Checking - Zions 566101143 - 02/10/2021 to 02/17/2021**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
Verizon Wireless	117368	9870329259	01/01/2021	02/17/2021	53.28	742063425-00001	255010.280 - Indirect Health Insp Te
Verizon Wireless	117368	9870329259	01/01/2021	02/17/2021	53.28	742063425-00001	255020.280 - Epi-Covid DREAM &
Verizon Wireless	117368	9870329259	01/01/2021	02/17/2021	53.28	742063425-00001	255193.280 - Home Visiting - PAT T
Verizon Wireless	117368	9870329259	01/01/2021	02/17/2021	54.65	742063425-00001	255007.280 - Indirect Admin Teleph
Verizon Wireless	117368	9870329259	01/01/2021	02/17/2021	58.28	742063425-00001	255310.280 - PHEP Preparedness
Verizon Wireless	117368	9870329259	01/01/2021	02/17/2021	281.72	742063425-00001	255220.280 - CSHCN Telephone
Verizon Wireless	117368	9871196978	01/13/2021	02/17/2021	53.28	265507612-00003	104151280 - Telephone
Verizon Wireless	117368	9871206307	02/16/2021	02/17/2021	133.30	365507784-00001	104574280 - Telephone
Verizon Wireless	117368	9872440541	02/01/2021	02/17/2021	-20.52	742063425-00001	255007.280 - Indirect Admin Teleph
Verizon Wireless	117368	9872440541	02/01/2021	02/17/2021	2.37	742063425-00001	255010.280 - Indirect Health Insp Te
Verizon Wireless	117368	9872440541	02/01/2021	02/17/2021	25.39	SJC - Assessor	104146280 - Telephone
Verizon Wireless	117368	9872440541	02/01/2021	02/17/2021	43.28	742063425-00001	255220.280 - CSHCN Telephone
Verizon Wireless	117368	9872440541	02/01/2021	02/17/2021	55.80	742063425-00001	255008.280 - Indirect Nursing Telep
Verizon Wireless	117368	9872440541	02/01/2021	02/17/2021	55.80	742063425-00001	255010.280 - Indirect Health Insp Te
Verizon Wireless	117368	9872440541	02/01/2021	02/17/2021	55.80	742063425-00001	255193.280 - Home Visiting - PAT T
Verizon Wireless	117368	9872440541	02/01/2021	02/17/2021	58.13	742063425-00001	255020.280 - Epi-Covid DREAM &
Verizon Wireless	117368	9872440541	02/01/2021	02/17/2021	60.80	742063425-00001	255310.280 - PHEP Preparedness
					<u>\$1,156.59</u>		
					<b>\$1,156.59</b>		
Waste Management of Colorado	117369	0360194-4889-7	02/16/2021	02/17/2021	178.69	16-82922-73004 Blanding Library	104161270 - Utilities
Waste Management of Colorado	117369	0361493-4889-2	01/28/2021	02/17/2021	132.28	16-83977-33005 SJC Senior Center	104672270 - Utilities
					<u>\$310.97</u>		
					<b>\$310.97</b>		
Wheeler Machinery Company	117370	PS001094923	02/02/2021	02/17/2021	220.72	SJC Road Dept	214412250 - Equipment Operation
					<u>\$220.72</u>		
					<b>\$220.72</b>		
Wilson, Lloyd	117371	EV20210216121	02/16/2021	02/17/2021	50.00	Planning & Zoning Meeting	104114620 - Miscellaneous Service
Wilson, Lloyd	117371	EV20210216121	02/16/2021	02/17/2021	57.50	Planning & Zoning Meeting	104114230 - Travel Expense
					<u>\$107.50</u>		
					<b>\$107.50</b>		
					<u><b>\$157,606.67</b></u>		

**San Juan County  
Check Register  
General Fund Checking - Zions 566101143 - 02/18/2021 to 02/22/2021**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Acumen Fiscal Agent LLC	117373	19650	02/22/2021	02/22/2021	582.12	SJC Aging	104685615 - Contracts
Acumen Fiscal Agent LLC	117373	JAN20FEE	02/22/2021	02/22/2021	95.00	SJC Aging	104685615 - Contracts
					<u>\$677.12</u>		
					<b>\$677.12</b>		
Ajoules Inc	117374	A202102208411	12/31/2020	02/22/2021	412.50	Coins service and maintenance	104142242 - Software Maintenance
Ajoules Inc	117374	A202102208411	12/31/2020	02/22/2021	412.50	Coins service and maintenance	104143242 - Software Maintenance
Ajoules Inc	117374	A202102208411	12/31/2020	02/22/2021	412.50	Coins service and maintenance	104144242 - Software Maintenance
Ajoules Inc	117374	A202102208411	12/31/2020	02/22/2021	412.50	Coins service and maintenance	104146242 - Software Maintenance
Ajoules Inc	117374	A202102220852	02/22/2021	02/22/2021	4,967.50	Coins service and maintenance	104142242 - Software Maintenance
Ajoules Inc	117374	A202102220852	02/22/2021	02/22/2021	4,967.50	Coins service and maintenance	104143242 - Software Maintenance
Ajoules Inc	117374	A202102220852	02/22/2021	02/22/2021	4,967.50	Coins service and maintenance	104144242 - Software Maintenance
Ajoules Inc	117374	A202102220852	02/22/2021	02/22/2021	4,967.50	Coins service and maintenance	104146242 - Software Maintenance
					<u>\$21,520.00</u>		
					<b>\$21,520.00</b>		
Amerigas Propane LP	117375	3118132340	02/22/2021	02/22/2021	274.72	200752247	104672270 - Utilities
Amerigas Propane LP	117375	3118132341	02/22/2021	02/22/2021	219.10	200752247	104225270 - Utilities
Amerigas Propane LP	117375	804954787	02/22/2021	02/22/2021	285.51	200787762	104225270 - Utilities
					<u>\$779.33</u>		
					<b>\$779.33</b>		
Best Deal Spring Inc.	117376	20004344-00	02/18/2021	02/22/2021	28.96	SJC Road Dept	214412250 - Equipment Operation
Best Deal Spring Inc.	117376	20004395-00	02/18/2021	02/22/2021	-28.96	SJC Road Dept	214412250 - Equipment Operation
Best Deal Spring Inc.	117376	20004533-00	02/18/2021	02/22/2021	217.05	SJC Road Dept	214412250 - Equipment Operation
					<u>\$217.05</u>		
					<b>\$217.05</b>		
Blue Mountain Foods	117377	113002	02/22/2021	02/22/2021	50.97	SJC EMS	104255610 - Miscellaneous Supplie
					<u>\$50.97</u>		
					<b>\$50.97</b>		
Blue Mountain Meats Inc.	117378	397854	02/22/2021	02/22/2021	184.41	SJC Aging	104678323 - Meals - Monticello
					<u>\$184.41</u>		
					<b>\$184.41</b>		
Brantley Distributing LLC.	117379	21119140	02/18/2021	02/22/2021	643.05	SJC Road	214412250 - Equipment Operation
Brantley Distributing LLC.	117379	21119700	02/18/2021	02/22/2021	87.00	SJC Road	214412250 - Equipment Operation
					<u>\$730.05</u>		
					<b>\$730.05</b>		
Cintas Corporation #108	117380	4076145539	02/18/2021	02/22/2021	34.80	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	117380	4076145539	02/18/2021	02/22/2021	44.55	SJC Road Dept	102229000 - Other Deductions Paya
					<u>\$79.35</u>		
					<b>\$79.35</b>		
Crofts, Zeb	117381	EV20210217163	02/18/2021	02/22/2021	3,000.00	Medical Direction	264350310 - Professional and Tech
					<u>\$3,000.00</u>		
					<b>\$3,000.00</b>		

**San Juan County  
Check Register  
General Fund Checking - Zions 566101143 - 02/18/2021 to 02/22/2021**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
D.W.R. Help Stop Poaching	117382	ev20210217163	02/18/2021	02/22/2021	350.10	Restitution case #211100004 R Parsons	103511000 - Justice Court Fines
					<b>\$350.10</b>		
Fastenal Company	117383	COBAY63910	02/18/2021	02/22/2021	410.71	SJC Road	214412250 - Equipment Operation
					<b>\$410.71</b>		
Four States Tire & Service	117384	344681	02/18/2021	02/22/2021	303.80	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	117384	345107	02/18/2021	02/22/2021	-75.95	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	117384	358900	02/18/2021	02/22/2021	94.00	SJC Road	214412250 - Equipment Operation
					<b>\$321.85</b>		
					<b>\$321.85</b>		
Frontier	117385	FC02192021091	02/22/2021	02/22/2021	287.61	435-672-2274-102716-8	724581280 - Telephone
Frontier	117385	FC20210211160	02/01/2021	02/22/2021	63.46	435-683-2366-031309-8	104225280 - Telephone
Frontier	117385	FC20210219103	02/22/2021	02/22/2021	484.77	435-727-3440-062308-8	104225280 - Telephone
					<b>\$835.84</b>		
					<b>\$835.84</b>		
Grand County	117386	2021	02/22/2021	02/22/2021	6,000.00	Library Service Spanish Valley	724581910 - Transfers to Other Fun
					<b>\$6,000.00</b>		
Grand County Emergency Medical	117387	EMS19-0117	02/22/2021	02/22/2021	49.00	SJC Ambulance	264350330 - Employee Education
Grand County Emergency Medical	117387	EMS19-0118	02/22/2021	02/22/2021	45.00	SJC Ambulance	264350330 - Employee Education
					<b>\$94.00</b>		
					<b>\$94.00</b>		
Grand Junction Peterbilt	117388	189592	02/18/2021	02/22/2021	330.00	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	117388	189803	02/18/2021	02/22/2021	5.40	SJC Road Dept	214412250 - Equipment Operation
					<b>\$335.40</b>		
					<b>\$335.40</b>		
ImageNet Consulting LLC	117389	CNIN129297FA	02/22/2021	02/22/2021	363.93	SJC Admin	104150240 - Office Expense
					<b>\$363.93</b>		
inContact Inc.	117390	6736276	01/09/2021	02/22/2021	-15.84	SJC Economic Devel.	104193280 - Telephone
inContact Inc.	117390	6752705	02/18/2021	02/22/2021	49.35	SJC Economic Dev 4531740	104193210 - Subscriptions and Me
					<b>\$33.51</b>		
					<b>\$33.51</b>		
JCI Billing Services	117391	343	02/18/2021	02/22/2021	1,656.00	SJC Ambulance Services	264350310 - Professional and Tech
					<b>\$1,656.00</b>		
Life-Assist Inc.	117392	1076760	02/22/2021	02/22/2021	923.04	SJC Emergency Svc.	264350610 - Miscellaneous Supplie
					<b>\$923.04</b>		
MetLife Group Benefits	117372	2021011115361	12/14/2020	02/18/2021	8,763.18	Dental Customer # 5955986	104965134 - Health Insurance
					<b>\$8,763.18</b>		

**San Juan County  
Check Register  
General Fund Checking - Zions 566101143 - 02/18/2021 to 02/22/2021**

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Monticello Mercantile	117393	C200683	02/22/2021	02/22/2021	25.98	SJC Admin Building	104161260 - Buildings and Grounds
Monticello Mercantile	117393	C200696	02/22/2021	02/22/2021	36.99	SJC Admin Building	104161260 - Buildings and Grounds
Monticello Mercantile	117393	C201138	02/22/2021	02/22/2021	182.03	SJC Public Safety	104161260 - Buildings and Grounds
Monticello Mercantile	117393	C201244	02/22/2021	02/22/2021	8.49	SJC Public Safety	104161260 - Buildings and Grounds
Monticello Mercantile	117393	E17690-	11/16/2020	02/22/2021	-30.00	SJC Ambulance	264350610 - Miscellaneous Supplie
					<u>\$223.49</u>		
					<b>\$223.49</b>		
Navajo Tribal UtilityAuthority	117394	33001351548	02/18/2021	02/22/2021	100.73	60378368 4000 W HWY 163	214414270 - Utilities
Navajo Tribal UtilityAuthority	117394	33001351549	02/18/2021	02/22/2021	156.65	60378370- 300 N 1200 E TVBOST	104574270 - Utilities
Navajo Tribal UtilityAuthority	117394	33001351550	02/18/2021	02/22/2021	27.56	60378371 Along Hwy 162	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	117394	33001351551	02/22/2021	02/22/2021	5.02	60378372 Abt HWY 162	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	117394	33001351552	02/22/2021	02/22/2021	4.54	60378373 - Abt State Road 162	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	117394	33001351553	02/22/2021	02/22/2021	148.66	60378374 101 S 100 E	104225270 - Utilities
Navajo Tribal UtilityAuthority	117394	33001351554	02/22/2021	02/22/2021	5.93	60378375 Hwy 162 and Hwy 262	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	117394	33001351555	02/22/2021	02/22/2021	5.93	60378376 Front Fire Station	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	117394	3400135020	02/22/2021	02/22/2021	123.37	60040657 MZC Fire Station East	104225270 - Utilities
Navajo Tribal UtilityAuthority	117394	60378369	02/18/2021	02/22/2021	123.78	60378369 12MLS N MEX WTR CHPT N COM	104574270 - Utilities
					<u>\$702.17</u>		
					<b>\$702.17</b>		
New Technology Solutions	117395	4132	02/18/2021	02/22/2021	95.00	Monticello Library	724168310 - Professional and Tech
					<u>\$95.00</u>		
					<b>\$95.00</b>		
Nicholas & Company	117396	7479627	02/22/2021	02/22/2021	1,086.20	SJC Aging	104678329 - Meals - Bluff
Nicholas & Company	117396	7479628	02/22/2021	02/22/2021	203.34	SJC Aging	104678329 - Meals - Bluff
					<u>\$1,289.54</u>		
					<b>\$1,289.54</b>		
Office Depot	117397	155334110001	02/22/2021	02/22/2021	-749.99	SJC Clerk	104150920 - Cares Act Expenses
Office Depot	117397	156354681001	02/18/2021	02/22/2021	871.19	CARES ACT	104150920 - Cares Act Expenses
					<u>\$121.20</u>		
					<b>\$121.20</b>		
Packard Wholesale Co.	117398	INV161131	02/22/2021	02/22/2021	29.31	SJC Admin Building	104161610 - Miscellaneous Supplie
Packard Wholesale Co.	117398	INV161139	02/22/2021	02/22/2021	389.86	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	117398	INV161424	02/22/2021	02/22/2021	646.11	SJC Aging	104678323 - Meals - Monticello
					<u>\$1,065.28</u>		
					<b>\$1,065.28</b>		
Petty Cash	117399	EV20210217164	02/18/2021	02/22/2021	30.85	Blanding Library	724581240 - Office Expense
Petty Cash	117399	EV20210217164	02/18/2021	02/22/2021	128.45	Blanding Library	724581620 - Special Programs
Petty Cash	117399	EV20210217164	02/18/2021	02/22/2021	221.75	Blanding Library	724581610 - Miscellaneous Supplie
					<u>\$381.05</u>		
					<b>\$381.05</b>		

**San Juan County  
Check Register  
General Fund Checking - Zions 566101143 - 02/18/2021 to 02/22/2021**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
PRIA	117400	28303	02/22/2021	02/22/2021	20.00	SJC Recorder	104144230 - Travel Expense
					<b>\$20.00</b>		
Quadient Finance USA, Inc.	117401	q202102171639	02/18/2021	02/22/2021	4,000.00	Postage Machine Lease	104150241 - Postage
					<b>\$4,000.00</b>		
Quill Corporation	117402	14121208	02/22/2021	02/22/2021	55.00	SJC Library	724581240 - Office Expense
Quill Corporation	117402	14137535	02/22/2021	02/22/2021	39.00	SJC Library	724581240 - Office Expense
Quill Corporation	117402	14137535	02/22/2021	02/22/2021	116.98	SJC Library	724581250 - Computer Maintenan
Quill Corporation	117402	14282502	02/22/2021	02/22/2021	79.98	SJC Aging	104684240 - Office Expense
Quill Corporation	117402	14401659	02/22/2021	02/22/2021	142.98	SJC Aging	104671240 - Office Expense
Quill Corporation	117402	14406733	02/22/2021	02/22/2021	29.90	SJC Aging	104684240 - Office Expense
Quill Corporation	117402	14433976	02/22/2021	02/22/2021	130.89	SJC Aging	104684240 - Office Expense
Quill Corporation	117402	14434181	02/18/2021	02/22/2021	10.79	SJC Treasurer	104143240 - Office Expense
					<b>\$605.56</b>		
					<b>\$605.56</b>		
Rocky Mountain Power	117403	rmp2021021716	02/18/2021	02/22/2021	108.49	59288636-0037	104574270 - Utilities
					<b>\$108.49</b>		
San Juan Health Services	117404	2172021	02/17/2021	02/22/2021	87.50	1/3 snow removal	255007.260 - Indirect Admin Buildin
					<b>\$87.50</b>		
Simpleview LLC	117405	CL_13315	02/18/2021	02/22/2021	425.00	SJC Econ Dev and Visitor Services	104193210 - Subscriptions and Me
					<b>\$425.00</b>		
Sorenson Advertising, dba Relic A	117406	206233	02/18/2021	02/22/2021	17,309.00	SJC Economic Dev	104193615 - Contracts
					<b>\$17,309.00</b>		
Suttlemyre, Gary	117407	GS001	02/18/2021	02/22/2021	24.64	Board Travel Reimbursement	255007.230 - Indirect Admin Travel
					<b>\$24.64</b>		
The Go Travel Sites	117408	14723	02/18/2021	02/22/2021	700.00	SJC Econ Dev	104193210 - Subscriptions and Me
					<b>\$700.00</b>		
US Postal Service	117409	EV20210222082	02/22/2021	02/22/2021	20.00	BRM Annual Maintenance & Permit Renewal	104173210 - Subscriptions and Me
					<b>\$20.00</b>		
Utah Association of Counties	117410	190	02/18/2021	02/22/2021	1,415.00	SJC Recorder	104144230 - Travel Expense
					<b>\$1,415.00</b>		
Verizon Wireless	117411	9872829153	02/22/2021	02/22/2021	74.94	365552000-00001	104679280 - Telephone
Verizon Wireless	117411	9872829153	02/22/2021	02/22/2021	114.99	365552000-00001	104225280 - Telephone
Verizon Wireless	117411	9872829153	02/22/2021	02/22/2021	223.10	365552000-00001	104672280 - Telephone
Verizon Wireless	117411	9872829153	02/22/2021	02/22/2021	523.62	365552000-00001	104676610 - Miscellaneous Supplie
					<b>\$936.65</b>		
					<b>\$936.65</b>		



**BOARD OF COMMISSIONERS MEETING**  
**Electronic Meeting**  
**February 16, 2021 at 11:00 AM**

## MINUTES

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

*Audio link can be found at: <https://www.utah.gov/pmn/index.html>*

*Video link can be found at: <https://www.facebook.com/SanJuanUtah/videos/5803987779626979>*

### CALL TO ORDER

### ROLL CALL

#### PRESENT

Commission Chairman Willie Grayeyes  
 Commission Vice-Chair Kenneth Maryboy  
 Commissioner Bruce Adams

### INVOCATION

### PUBLIC COMMENT

*Public comments will be accepted through the following Zoom link <https://us02web.zoom.us/j/3125521102> or by phone One tap mobile +16699006833,,3125521102# US (San Jose)*

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

#### **Time Stamp 2:42 (audio) 13:00 (video)**

**Lynda Smrz** - Lynda asked who is responsible for enforcing the county's zoning ordinance. She discussed two upcoming commercial events and asked about Conditional Use Permits have been issued.

**Beverly O'Neil** - Beverly spoke about the Sky Ranch Phase II subdivision and stated that several concerns about the subdivision were not addressed. She also asked if there was a difference between the old and new plans. Beverly also spoke about the Sky Ranch Airport and asked that airport be condemned.

**Tommy** - Tommy spoke about item #17 on the agenda. He also asked the commission to support item #19 on the agenda and pass the Resolution supporting the continuation and modification of the Settlement Agreement.

**Marlene Huckaby** - Marlene stated that new members were needed for the Spanish Valley Water Board. She suggested that Monette Clark and David Focardi be appointed to the board.

**Mary McGann** – Mary, Grand County Airport Board, stated that flight plans for planes using Sky Ranch Airport should be considered before approving the Sky Ranch Subdivision. She asked the commission to postpone the approval of subdivision until a future date.

**Kevin Walker** - Kevin encouraged the commission to postpone the decision on the Sky Ranch Airport Subdivision because the airport has a big effect on the citizens living in the valley.

**David Focardi** - David read his qualifications for being on the Spanish Valley Water Board.

**Mark Shapiro** - Mark speaking of the San Juan Spanish Valley Special Service District, explained that water concerns are important to consider when developing Spanish Valley. He stated that Monette Clark and David Focardi would be good board members for

**Karl Spielman** - Karl explained that there are no safety provisions surrounding the Sky Ranch Airport and asked the commission to table the approval of the subdivision until further concerns can be addressed.

**Carolyn Dailey** - Carolyn asked the commission to appoint David Focardi and Monette Clark to the Spanish Valley Water Board. She also asked that ... She also asked the commission to table the approval of the Sky Ranch Subdivision until more information can be gathered.

**President Jonathan Nez** - President Nez talked about the successful turnout of the General Election and encouraged the commission to pass the proposed resolution renewing the Settlement Agreement which would give voters greater access to voting information and voting access.

**Marilyn Holly** - Marilyn asked the commission to approve the resolution which would increase the voting locations on the reservation.

**Denise Oblick** - Denise, along with her husband Don expressed concern about the location of the Sky Ranch Airport. She asked the commission to table the proposed Sky Ranch Subdivision until safety precautions can be addressed.

**Nick Lee** - Nick asked the commission to postpone the decision on the Sky Ranch Subdivision. He stated that planning a residential area around an airport should be reconsidered.

**Monette Clark** - Monette asked the commission to table the Sky Ranch Subdivision request until concerns can be resolved.

**Coby Smith** - Coby addressed item #10 concerning the revision of the Spanish Valley Zoning map. He thanked the Planning & Zoning Commission for considering the input of the citizens in making the revisions to the map.

**Kenny Victor** - Kenny encouraged the commission to support the proposed Resolution to continue the Settlement Agreement.

**John Weisheit** - John suggested that Monette Clark and David Focardi would be good additions to the Spanish Valley Water Board. He also offered his services as an advisor.

**Tara Benally** - Tara asked the commission to support the continuation of the Settlement Agreement. She spoke about the coordination that occurred between the Navajo Nation and San Juan County.

**Frank Darcey** - Frank, Chairman of the Spanish Valley Special Service District, expressed his support of the board members that were presented to the County Commission by the Special Service District for approval.

**Nathaniel Brown** - Nathaniel, Council Delegate, asked the commission to support the passing of the resolution supporting the continuation of the Settlement Agreement.

**Kim Henderson** - Kim asked the commission to uphold the recommendations of the Planning and Zoning Commission and approve the Sky Ranch Subdivision.

**Yolanda Badback** - Yolanda asked the commission to support the modifications of the Settlement Agreement as well as include a polling location in White Mesa.

**Norbin Lameman** - Norbin offered his support of the resolution to continue the Settlement Agreement.

**Jeff Mattson** - Jeff asked the commission to table the Sky Ranch Subdivision.

**Terry Whitehat** - Terry asked the commission to support the resolution to continue the Settlement Agreement.

**Clifford Sagg** - Clifford urged the commission to support the resolution supporting the Settlement Agreement.

**Ann Leppanen** - Ann commended the clerk's office for its work on the elections and asked the commission to approve the resolution supporting the continuation of the Settlement Agreement.

**Mike Beinam** - Mike explained that the Sky Ridge airport has met all FAA requirements. He also stated that it is currently authorized by the FAA for use with permission by the general public, but that the use would be limited.

**Curtis Yanito** - Curtis gave a comment in the Navajo language. He also spoke in support of the proposed resolution.

**Herman Daniels** - Herman, Council Delegate, asked the commission to support the resolution to continue the Settlement Agreement.

**Colleen Benally** - Colleen urged the commission to support the resolution to continue the extension of the Settlement Agreement.

**Darlene Pino** - Darlene offered her support for the proposed resolution.

**Shirley Bandoni** - Shirley offered her support of the proposed resolution and for Rural Utah Project to increase voting.

**Daylene Redhorse** - Daylene expressed support of the extension of the Settlement Agreement.



**Joan Tallis** - Joan expressed support for the extension of the Settlement Agreement.

**Mary Benally** - Mary expressed support of the proposed resolution and good interpretation services.

**CONSENT AGENDA** (Routine Matters) Mack McDonald, San Juan County Administrator

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

**Time Stamp 1:47:15 (audio) 1:57:33 (video)**

A motion to approve the agenda and move item #7 to the Business/Action section of the agenda was made by Commission Vice-Chair Maryboy. The motion was 2nd by Commissioner Adams.  
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams.

Mack reviewed with commission the meeting agenda along with the consent agenda

A motion was made by Commission Vice-Chair Maryboy to approve the consent agenda which was seconded by Commissioner Adams.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

1. Check Registers for 01/27/2021 through 02/03/2021
2. Check Registers for 02/03/2021-02/09/2021
3. February 2, 2021 Commission Meeting Minutes
4. Consideration and Approval to purchase four (4) Walk-n-Roll Packers
5. Ratification of the Memorandum of Understanding between the Utah Department of Technology Services and San Juan County Public Health for VaccinateUtah Software
6. 2021 Cal Black Airport FAA SF-424 CRRSAA Covid Grant Funding Authorization for \$9,000 for COVID-19 Available Spending

## **RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS**

7. Comments on Draft Forest Plan – Nick Sandberg, Public Lands Coordinator

Item Moved to the end of the agenda

## **BUSINESS/ACTION**

8. Spanish Valley Special Service District Board Recommendation Appointment Approval, Mack McDonald, Chief Administrative Officer

**Time Stamp 2:03:20 (audio) 2:13:38 (video)**

Mack presented, for approval, the Spanish Valley Special Service District Board appointments. He explained that the current board made recommendations of individuals who they would like to serve on the Board. Mack also reviewed county by-laws regarding Special District Boards. Further discussion followed regarding board member qualifications.

A motion to deny the recommended board appointments was made by Commission Vice-Chair Maryboy and was seconded by Commission Chairman Grayeyes.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy

Voting Nay: Commissioner Adams

9. Sky Ranch Estates Subdivision Phase II, Scott Burton, Subdivision Administrator

**Time Stamp 2:25:35 (audio) 2:35:53 (video)**

Scott presented, for approval, the Sky Ranch Estates Subdivision Phase II Platte. Scott explained that the subdivision application was received in October 2020 and that it was reviewed by staff. He also stated that several changes were made after communication with the developer until zoning requirements were met. The application was then submitted to and approved by the Planning and Zoning. Scott also discussed and reviewed a map of the proposed subdivision with the Commission. He also explained that the airport predates most of the houses currently built in the area.

A motion to approve the subdivision was made by Commissioner Adams which was followed by further discussion occurred. Mack also explained that the airport is a private airport and will continue to operate. He explained that the airport meets the current San Juan County ordinance which was followed by more discussion.

A motion to temporarily table the item until a legal review could be obtained was made by Commissioner Adams, Seconded by Commission Chairman Grayeyes.

Voting Yea: Commission Chairman Grayeyes, Commissioner Adams

Voting Nay: Commission Vice-Chair Maryboy

10. Consideration and Approval of the Revision to Spanish Valley Zoning Map, Scott Burton, Subdivision Administrator

**Time Stamp 2:47:53 (audio) 2:58:11 (video)**

Scott presented, for approval, map adjustments to Spanish Valley. He explained that the draft map has been reviewed, received public comment, and was recommended by the Planning & Zoning Commission.

A motion to approve the revised Spanish Valley Zoning Map was made by Commissioner Adams. The motion was 2<sup>nd</sup> by Commission Vice-Chair Maryboy.

Voting Yea: Commission Chairman Greyeyes, Commission Vice-Chair Maryboy, Commissioner Adams.

11. Legacy Fields Subdivision Phase II, Scott Burton, Subdivision Administrator

**Time Stamp 2:50:33 (audio) 3:00:51 (video)**

Scott presented Legacy Fields Subdivision Phase II for approval. He stated that Phase I was previously approved by the commission and explained that Phase II proposes and additional 21 lots which all meet the lot requirements.

A motion to approve the subdivision was made by Commissioner Adams and seconded by Commission Vice-Chair Maryboy.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

12. Consideration and Approval of the Application for Spanish Valley Overnight Accommodations Overlay (Rezone), Scott Burton, Subdivision Administrator

**Time Stamp 2:56:02 (audio) 3:06:20 (video)**

Scott presented an application for approval. He explained that this is first step in a three step process and explained that this step is a request to modify the zoning map so that a parcel could be included in the zone. Scott explained that the property owner would like build a glamping campground. If approved, step 2 would also come to the commission for approval.

A motion to approve the application was made by Commission Vice-Chair Maryboy and seconded by Commissioner Adams.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

13. Letter of Support for the Sorenson Legacy Foundation Grant Application, Presented by Mikaela Ramsay, Assistant Library Director

**Time Stamp 3:00:28 (audio) 3:10:46 (video)**

Mikaela presented a letter of support for the Sorenson Legacy Foundation Grant application. She explained that the library is currently working on creating a co-working space for individuals who are passing through and need a place to work. It would also be available to local individuals who would need to use it. Mikaela requested that the commission provide a letter of support to receive and additional grant which would help with the construction of the space.

A motion was made by Commission Vice-Chair Maryboy to approve the letter of support and was seconded by Commissioner Adams.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

14. Consideration and Approval of the Support Letter to Bluff City Historic Preservation Association for the Creation of the Bluff River Trail, Mack McDonald, Chief Administrative Officer

**Time Stamp 3:06:38 (audio) 3:16:56 (video)**

Mack presented a letter of support to be sent to Bluff City Historic Perseveration Association expressing the county's support of the creation of the Bluff River Trail.

A motion to approve the letter of support was made by Commissioner Adams and seconded by Commission Vice-Chair Maryboy.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

15. Consideration and Approval of the contract between the Utah Department of Health and San Juan Public Health for COVID-19 San Juan County – Vaccine Supplemental Support Funding of \$58,800, Mack McDonald, Chief Administrative Officer

**Time Stamp 3:07:37 (audio) 3:17:55 (video)**

Mack presented, for approval, a contract with the State of Utah to provide education regarding the vaccine. The contract is in the amount of \$58,800.

A motion to approve the contract was made by Commissioner Adams and seconded by Commission Vice-Chair Maryboy.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

16. Consideration and Approval of the COVID Community Partners Project Contract with the Utah Department of Health and San Juan County Public Health for \$27,158.40, Mack McDonald, Chief Administrative Officer

**Time Stamp 3:09:23 (audio) 3:19:41 (video)**

Mack presented a contract with the Utah Department of Health which would help with mitigation of COVID-19 and assist with tracing and awareness of the disease.

A motion to approve the contract was made by Commission Vice-Chair Maryboy and seconded by Commissioner Adams.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

17. Consideration and Approval of a letter of support for extension and expansion of the Radiation Exposure Compensation Act (RECA) and for State Rep. Doug Owen's House Concurrent Resolution (H.C.R. 18) to express Utah's support to US Congress to extend and expand RECA's benefits. Commissioner Willie Grayeyes

**Time Stamp 3:10:40 (audio) 3:20:58 (video)**

Mack requested that the commission approve a letter of support to allow for the extension and expansion of the Radiation Exposure Compensation Act. Commissioner Grayeyes explained that the radiation and exposure benefits will expire in 2022 so letters of support need to be sent to the State of Utah to help continue the assistance from the Federal Government.

A motion to approve the letter of support was made by Commission Chairman Grayeyes which was seconded by Commissioner Adams.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy,  
Commissioner Adams

18. Consideration and Approval of the Continuation of Uranium and Radiation Exposure Compensation Act Support Letter to the Navajo Nation Council Office of the Speaker. Mack McDonald, Chief Administrative Officer

**Time Stamp 3:13:48 (audio) 3:24:06 (video)**

Mack presented a letter of support which would be sent to the Navajo Nation Council Office of the Speaker in regards to the Radiation Exposure Compensation Act.

A motion to approve the letter of support was made by Commissioner Adams and seconded by Commission Vice-Chair Maryboy.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy,  
Commissioner Adams

19. CONSIDERATION AND APPROVAL OF THE RESOLUTION STATEMENT OF INTENT AND POSITION REGARDING THE STIPULATED SETTLEMENT AGREEMENT IN NAVAJO NATION HUMAN RIGHTS COMMISSION, ET AL. V. SAN JUAN COUNTY, ET AL., CASE NO. 2:16-CV-00154 JNP, FOR THE PURPOSE OF MEETING IN GOOD FAITH TO DISCUSS THE MODIFICATION AND EXTENSION OF THE STIPULATED SETTLEMENT AGREEMENT DATED FEBRUARY 22, 2018. Commissioner Willie Grayeyes

**Time Stamp 3:14:40 (audio) 3:24:58 (video)**

Commissioner Grayeyes presented a resolution to modify and continue the Settlement Agreement. The commission discussed proposed modifications to the Settlement Agreement.

Commissioner Grayeyes presented the proposed resolution for approval. Commissioner Maryboy commended the clerk's office for the work they have done with the elections. He also recommended that radio stations other than KNDN be used to provide radio ads regarding election information. After some discussion, modifications were made to adjust the time period of the proposed revised Settlement Agreement to 2024.

Mack also mentioned conflicts of interest that exist with the hiring of Attorneys Boos or Irvine to replace Suitter Axland as the attorneys that would represent the county. After some discussion the proposed resolution was revised to remove the stipulation to change county representation during the Settlement Agreement discussions.

A motion to approve the resolution was made by Commissioner Adams and seconded by Commission Vice-Chair Maryboy.

Voting Yea: Commission Vice-Chair Maryboy, Commissioner Adams

Voting Nay: None

Voting Abstaining: Commission Chairman Grayeyes

7. Comments on Draft Forest Plan – Nick Sandberg, Public Lands Coordinator

**Time Stamp 3:38:35 (audio) 3:48:53 (video)**

Nick stated the Forest Service is accepting comments on the proposed draft Forest Plan. He presented the county's draft comments to the commission. Nick discussed the Forest Service's goals with the Forest Plan and explained the county's comments and suggestions with regards to those goals.

Following a lengthy discussion, a motion was made by Commission Chairman Grayeyes to table sending the comment letter. Commission Vice-Chair Maryboy seconded the motion. Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

9. Sky Ranch Estates Subdivision Phase II, Scott Burton, Subdivision Administrator – **continued**

**Time Stamp 4:13:12 (audio) 4:23:30 (video)**

A discussion on the Sky Ranch Estates resumed after the county attorney's office became available online.

Scott Burton explained that the Sky Ranch Estates Subdivision Phase II was being considered for approval and talked about the discussion earlier in the meeting and concerns over the airport. Mack also talked about the airport and explained that the current status of the airport is outside the scope of a county ordinance that was passed in 2019. A discussion occurred where Alex Goble, from the county attorney's office, explained that a denial of the proposed development without a reason based in law could cause the county legal trouble.

A motion was made by Commission Vice-Chair Maryboy to table the approval of the subdivision. The motion was seconded by Commissioner Adams.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy

Voting Nay: Commissioner Adams

After the vote, it was explained by the county attorney's office that tabling the approval of the subdivision resulted in a denial. Further discussion took place.

A motion to recall the item was made by Commissioner Adams and was 2<sup>nd</sup> by Commission Vice-Chair Marboy.

Voting Aye: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

A motion to approve the subdivision with the stipulation that the applicant consult with the community and then bring that information back to the Planning and Zoning Commission was made by Commission Vice-Chair Maryboy. The motion was 2<sup>nd</sup> by Commissioner Adams. Voting Aye: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams.

**COMMISSION REPORTS**

There were no commission reports.

**ADJOURNMENT**

A motion to adjourn was made by Commission Vice-Chair Maryboy, Seconded by Commissioner Adams.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

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

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

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

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

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

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



## UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

PO Box 144003, Salt Lake City, Utah 84114  
288 North 1460 West, Salt Lake City, Utah 84116

1836003  
Department Log Number

182700583  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County CSHCN Care Coordination Amendment 2.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health (DEPARTMENT) and San Juan County (CONTRACTOR).
3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to update Special Provisions to reflect revised responsibilities and reporting requirements; and reflect a change in bureau from Maternal and Child Health to Children with Special Health Care Needs.
4. **CHANGES TO CONTRACT:**
  1. Attachment B, effective 03-01-2021, is replacing Attachment B, which was effective 01-01-2019. Section III was updated to reflect current Sub-Recipient responsibilities, and Section VI was updated to reflect a change in reporting requirements. Section VIII was added which outlines dispute resolution.

All other conditions and terms in the original contract and previous amendments remain the same.
5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 03/01/2021
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
  - A. All other governmental laws, regulations, or actions applicable to services provided herein.
  - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
  - C. Utah Department of Health General Provisions and Business Associate Agreement currently in effect until 6/30/2023.
7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.



**Contract with Utah Department of Health and San Juan County, Log # 1836003**

IN WITNESS WHEREOF, the parties enter into this agreement.

**CONTRACTOR**

**STATE**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Kenneth Maryboy  
County Commission Chair

By: \_\_\_\_\_ Date \_\_\_\_\_  
Shari A. Watkins, C.P.A.  
Director, Office Fiscal Operations

**Attachment B**  
**Special Provisions**  
**Children with Special Health Care Needs Care Coordination**

**I. DEFINITIONS**

- A. "CaduRx means the electronic medical record used documenting patient encounters, care coordination, and clinical services.
- B. "Care Coordination" means the deliberate organization of patient care activities between two or more participants (including the patient) involved in a patient's care to facilitate the appropriate delivery of health care and other supportive services.
- C. "Care Plan" means a patient-centered health record designed to facilitate communication among members of the care team, including the patient, and primary care and service providers.
- D. "Children and youth with special health care needs" means those children and youth who "have or are at increased risk for chronic physical, developmental, behavioral, or emotional conditions and who also require health and related services of a type or amount beyond that required by children generally," as defined by the federal Maternal and Child Health Bureau.
- E. "Clinic" means direct care appointments coordinated by and hosted by the Sub-recipient. It also includes virtual or telehealth visits.
- F. "Department" means the Utah Department of Health, Bureau of Children with Special Health Care Needs, Integrated Services Program.
- G. "FFY" means Federal Fiscal Year.
- H. "Lending Library" means technology purchased through a CARES Act grant to promote telehealth services.
- I. "MCH Block Grant" means the Federal Title V Maternal and Child Health Block Grant.
- J. "MER" means the Monthly Expenditure Report.
- K. "PHI" means personal health information.
- L. "PII" means personally identifying information.
- M. "Service Provider" means agencies that provide educational, social, and other non-primary care services.
- N. "Sub-recipient" means the San Juan County Utah Local Health Department.
- O. "Technology" means hotspots and Chromebooks.
- P. "UCCCN" means the Utah Children's Care Coordination Network, a care coordination support, training, and information sharing network.

**II. PREVAILING PURPOSE**

- A. This contract between Department and Sub-recipient is intended to ensure that developmental, evaluative, and specialty medical services, care coordination, and continuity of care are provided to children and youth with special health care needs residing within Sub-recipient's geographic service area.

**III. SUB-RECIPIENT RESPONSIBILITIES**

- A. Department Clinical Services Coordination. Sub-recipient shall:
  - 1. In consultation with Department staff, schedule eligible patients for clinical services within the Department provider's scheduled clinical availability and at times that are convenient for the family.
    - i. Clinical services are provided by the Department. A child must meet eligibility criteria in effect at the time of service;

2. Communicate with primary care and service providers within Sub-recipient area to educate them about clinical services offered and procedure to make referral to Department;
  3. Complete Department HIPAA training or Sub-recipient-provided training;
  4. Triage patient/family needs to determine scheduling of appropriate services;
  5. Schedule patient for clinical services within CaduRx;
  6. Send all application paperwork, including screening protocols, releases of information, and demographic forms to families and sure that all paperwork is completed before the scheduled clinical encounter;
  7. Ensure that pertinent medical, educational, and behavioral health records from outside primary care and service providers are acquired prior to a scheduled clinical encounter. Inform Department providers that records have been received;
  8. Provide and document within CaduRX reminder emails, text messages, and phone calls to families for scheduled appointments;
  9. Communicate, consult, and coordinate with Department providers and staff regarding patient scheduling;
  10. Coordinate telehealth visits by ensuring families have working access to internet, and computer, laptop, or cellular phone;
  11. Send telehealth clinic link to family via e-mail and arrange time to test connection with family;
    - i. When technology is not available or is inadequate, arrange for loan of in-house technology from Lending Library to family; and
    - ii. Coordinate and manage Lending Library policy and procedures;
  12. Ensure that releases of personal information, medical records, and reports are current, accurate and documented in CaduRx;
  13. Coordinate post-visit to ensure follow-up instructions and recommendations for the patient are communicated to the care coordinator;
    - i. Aid family in completing immediate follow-up instructions and recommendations, and set appropriate date within Alerts in CaduRx to follow-up with family;
  14. Provide or send medical records to families, primary care provider, and other service providers per family-authorized request or release of information;
  15. Document all releases of records in patient record in CaduRx; and
  16. Act as point of contact for families who have questions for Department providers regarding their clinical evaluation;
- B. Care Coordination. Sub-recipient shall:
1. Receive referrals from families, primary care and service providers;
  2. Contact families to triage referral source concerns and family needs and concerns;
  3. Help families with urgent concerns that can be solved locally;
  4. Consult with Department, as needed, to provide support for issues for which there may not be a local solution;
  5. Convene coordination meetings with other local agencies to develop care plans with families and patients;
  6. Partner with families to create care plans to meet patient and family needs. Document care plans in CaduRx;
  7. Set alerts within CaduRx to follow-up with families on their care plans. Frequency of follow-up will be determined by acuity of the child's physical and behavioral health, parent or guardian capacity to follow through, and immediacy of need for supportive services;
    - i. Update care plans to include progress toward completing established goals, and set new goals with families;

8. Make or facilitate referrals to appropriate local and statewide community services including Department clinical encounters coordinated by the Sub-recipient, specialty clinics, behavioral health, early intervention, SSI/Social Security; Medicaid/CHIP, and the education system;
9. Coordinate telehealth with remote service providers by ensuring families have working access to internet, and computer, laptop, or cellular phone. Arrange a time to test technology and telehealth encounter link provided by remote service provider;
10. When technology is not available or is inadequate, arrange for loan of in-house technology from Lending Library to family;
11. In conjunction with Utah's Title V Maternal and Child Health Block Grant National Performance Measures and goals for children with special health care needs:
  - i. Partner with local primary care providers to assist them in providing transition services within their own practices;
  - ii. Recruit youth and adolescents age 12-18, and their families for transition to adulthood coordination and planning services;
  - iii. Work with transition-age youth, adolescents, and their families to establish a transition plan. Document plan and follow-up in CaduRx;
  - iv. Survey families of youth and adolescents in transition to evaluate the transition planning process;
  - v. Document care coordination activities in CaduRx in support of the Medical Home;
  - vi. Encourage families to seek ongoing care for their children with special health care needs with a primary care provider in support of the Medical Home; and
    - (a) Refer families to local primary care providers and follow-up to ensure family is connected with provider.

C. Other Responsibilities. Sub-recipient shall:

1. Participate in Department quality improvement projects and reporting;
2. Participate in the Utah Children's Care Coordination Network monthly meetings via remote access technologies;
3. Participate in other trainings that contribute to greater understanding of care coordination, building community partnerships, working with families, insurance, public entitlements, and other social programs;
4. Aid Department in collection of data as per MCH guidelines;
5. Participate in initial and ongoing training offered by Department in CaduRx, care coordination, clinical coordination, special populations, public entitlements eligibility and enrollment, and other topics that enhance care coordination skills and abilities;
6. Communicate questions and concerns about patient scheduling, provider scheduling, policy and procedure, and care coordination to Department for timely resolution;
7. Participate in weekly Department team meetings; and
8. Comply with privacy and security requirements set forth in the attached Business Associates Agreement.

#### IV. DEPARTMENT TASKS

A. Department agrees to:

1. Establish a clinical schedule through which Department professional licensed staff may be readily available for patient assessment, evaluation, and diagnosis;
2. Promote the use of telehealth to provide direct clinical services to eligible patients and their families;
3. Provide a Department-approved telehealth platform for clinical assessment and care coordination purposes;

4. Provide ongoing training in principles and practices of care coordination, patient intake and triage, and appropriate referral, tracking, and follow-up methods;
5. Provide access to Department staff for ongoing project improvement, resolution of questions and concerns, and clarification of policy and procedure; and
6. Provide Technology to facilitate telehealth visits.

#### V. PAYMENTS

- A. Department agrees to pay Sub-recipient up to the maximum amount of the contract for expenditures made by Sub-recipient, directly related to the program as outlined in Sections II, III, and VI
- B. Funding for this contract is for five FFY, from November 1, 2017 through September 30, 2022.
- C. Department agrees to pay Sub-recipient on a quarterly basis from the MCH Block Grant.
- D. Department agrees to make first, second, and third quarter payments after the MER's for the first and second months of the previous quarter are received.
- E. Payment in the fourth quarter shall be adjusted to reflect actual expenditures reported by Sub-recipient, up to the maximum amount of the Contract.
- F. The maximum amount of the contract is \$496,671.00
  1. The estimated funding amount for FFY 2018 will be \$101,895.00.
  2. The estimated funding amount for FFY 2019 will be \$98,694.00.
  3. The estimated funding amount for FFY 2020 will be \$98,694.00.
  4. The estimated funding amount for FFY 2021 will be \$98,694.00.

#### VI. REPORTING REQUIREMENTS

- A. Sub-recipient shall submit quarterly reports to Department that include:
  1. Counts of unique children served;
  2. Description and type of outreach and educational activities provided to local and community organizations;
    - i. Including type and number of professionals, staff, and parents reached;
  3. A count of new referrals by referral source including referring organization name;
  4. Number of clinical encounters by specialist;
  5. Number of care coordination activities, including:
    - i. Intake/Triage/Initial assessments;
    - ii. Establishing a care plan with a patient and family;
    - iii. Follow-up activities with families who have an established care plan;
    - iv. Transition to adulthood assessment and care planning;
    - v. Referral to primary care to establish a medical home;
    - vi. Number of telehealth visits facilitated for patients; and
    - vii. Number of times and which Lending Library Technology were loaned to families for telehealth purposes.
- B. Quarterly reports are due on January 15, April 15, July 15, and October 15 each year of the contract.

#### VII. AMENDMENT

- A. This contract may be amended by the signed, written agreement of Sub-recipient and Department to add funding or reflect changes to the implementation of the contract's purpose.

#### VIII. DISPUTE RESOLUTION

- A. If any dispute arises between the parties during the activities described by this Contract, the parties agree to seek a resolution through open communication and dialogue.
- B. Either party may request a conference to resolve a disputed issue (consistent with Utah Admin. Code R380-10-3, which supports dispute resolution at the lowest level possible).
- C. If a resolution cannot be reached, Department may bring supervisory personnel into the process to facilitate resolving issues and achieving agreement.
- D. The provisions in B. and C. of this Dispute Resolution section are not mandatory.
- E. If a dispute is not resolved within 30 days of Department decision, the Department's decision is considered the "initial agency determination," as defined by Utah Admin. Code R380-10-2(3).
- F. These provisions do not preclude or affect the provisions, rights, limitations, or timelines for appealing Department actions that are provided or required by Utah Code §§ 26-23-2, 26-1-4.1, or 26-1-7.1, Utah Admin. Code R380-10, or the Utah Administrative Procedures Act (Utah Code § 63G-4).
- G. In the event of any conflict between the Dispute Resolution provisions in the Special Provisions of this Contract with applicable law or rules, the provisions of the applicable law or rules shall control.



## COMMISSION STAFF REPORT

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**MEETING DATE:** March 02, 2021

**ITEM TITLE, PRESENTER:** Loader Buyback, Todd Adair – Road Superintendent

**RECOMMENDATION:** Agree to Terms of Purchase

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### SUMMARY

The San Juan County Road Department has been participating in the guaranteed buyback program on its loaders and we would like to continue. The four (4) loaders cost \$174,500.00 each and at the end of the one (1) year term, we will sell them back for \$177,500.00 each. We will make a profit of \$3,000 each for a total of \$12,000.00.

### HISTORY/PAST ACTION

Have been approved last few years.

### FISCAL IMPACT

We will sell the currently owned loaders for \$175,500.00 so there will not be a cost to the Road Department. There will however be a profit of \$1,000.00 per loader for a total of \$3,000.00 this time around.



133929-01

February 12, 2021

SAN JUAN COUNTY ROAD DEPT

PO BOX 188  
MONTICELLO, UT84535

Attention: TJ Adair

Dear Tj Adair,

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

New Caterpillar Model: 938M QC Wheel Loaders

**STOCK NUMBER:** ORDER      **SERIAL NUMBER:**      **YEAR:** 2021      **SMU:**

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

Sincerely,

Marco Defa  
Machine Sales Representative  
Wheeler Machinery Co.  
mdefa@wheelercat.com  
435-229-6074

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

**New Caterpillar Model: 938M QC Wheel Loaders**

**STANDARD EQUIPMENT**

**POWERTRAIN** -Axle seal guards -Auto Idle shut down feature -Cat C7.1ACERT engine --Power Modes (Standard and Performance) --Power by Range (High Power in Range 4) --Tier 4 Final/Stage IV compliant --Turbocharged and aftercooled -- Filtered crankcase breather --Diesel particulate filter --Selective Catalyst Reduction -Coolant protection to -34C (-29F) -Differential lock in front axle -Dry type air cleaner -Enclosed wet disc full hydraulic brakes -Fuel priming pump, automatic -Fuel water separator



-Hydraulically driven demand cooling fan -Hydrostatic transmission with electronic -control --Operator Modes (Default, TC, Hystat and -Ice) --Directional Shift Agressiveness (Fast, -Medium, Slow) --Rimpull control, adjust wheel torque --Creeper control, adjust ground speed -Lubed for life drivshafts -Parking brake, electric -Single plane cooling package wide 6 fins -per inch density -S-O-S port,engine,coolant,transmission -oil -

**HYDRAULICS** -Automatic lift and bucket kickouts, -adjustable in-cab -Bucket and Fork Modes, adjustable in-cab -Cylinder damping at kickout and -mechanical end stops -Fine Mode control (Fast, Medium, Slow) -in Fork Mode -Hydraulic Response setting (Fast, -Medium, Slow) -Hydraulic diagnostic connectors and -S-O-S ports -Hydraulic sight gauge, visible -Load sensing hydraulics and steering -Seat mounted hydraulic joystick controls

**ELECTRICAL** -Alternator, 115-amp, heavy duty -12V power supply in cab (2) -Batteries, 1,000 CCA (2) 24 volt system, -disconnect switch -Back up alarm -Emergency shutdown switch -Halogen work lights front and rear, LED -rear stop and turn lights -Heavy duty gear reduction starter -Product Link PRO w/3 year subscription -Remote jump start post -Resettable main and critical function - breakers -Roading lights front and rear

**OPERATOR ENVIRONMENT** -75 mm (3 in) retractable seatbelt -Automatic temperature control -Cab, enclosed ROPS/FOPS pressurized -and sound suppressed -Cup holders -External heated mirrors with lower -parabolic -Ground level cab door release - Gauges --Digital hour meter, odometer and -tachometer --Digital ground speedometer and -direction indicator --Engine coolant temperature gauge --Fuel and Diesel Exhaust Fluid level -indicator --Hydraulic oil temperature gauge -Hydraulic control lockout - Interior cab lighting, door and dome -Interior rearview mirrors (2) -Lunch box storage -Operator warning system indicators -Radio ready speakers -Rear window defrost, electric -Seat mounted electronic implement -controls, adjustable -Sliding glass on the side windows -Column mounted multi function control --lights, wipers, turn signal -Suspension seat, fabric -Tilt and telescope steering wheel -Tinted front glass -Wet arm wiper/washer, 2-speed and -intermittent, front -Wet arm wiper washer, rear -

**OTHER STANDARD EQUIPMENT** -Large-access enclosure doors with -adjustable close/open force -Parallel lift loader linkage - Recovery hitch with pin -Remote mounted lubrication points -Vandalism protection- -lockable compartments -

**MACHINE SPECIFICATIONS**

938M WHEEL LOADER	541-2673	TOOLBOX AUX, NONE	519-8081
PREP PACK, UNITED STATES	430-2943	SIDE MIRROR, RH	482-5167
STEERING, STANDARD	333-6858	HYDRAULICS, 2V, CPLR READY, SL	536-5342
DIFFERENTIAL, OPEN REAR	349-8014	ENVIRONMENT, MEDIUM DEBRIS	536-5340
ENGINE	527-0422	LIGHTS, STD HALOGEN	488-1112
CAB, DELUXE	549-0451	PRODUCT LINK, CELLULAR PL641	565-0908
SEAT, DELUXE	563-5967	TIRES,20.5R25 MX XHA2 * L3	366-6882
RADIO, BLUETOOTH, AUX, MIC	372-1868	HYDRAULICS, STANDARD	536-5284
FENDERS, STANDARD	366-8150	LIGHTS, ROADING, HALOGEN, RH	541-3066
COUNTERWEIGHT, STANDARD	470-6570	CUTTING EDGE, BOLT ON, 4 PIECE	345-2758
KIT,SERIALIZED TECHNICAL MEDIA	0P-2491	LINES, AUX 3RD, NONE	536-5329
RIDE CONTROL	430-2860	JUMPER LINES, NONE	536-5339
QUICK COUPLER, FUSION	536-5314	WEATHER, COLD START 120V	525-5974
PACK, DOMESTIC TRUCK	0P-0210	GENERAL PURPOSE BUCKET - AA008112B	345-2428

Price in Accordance with Utah State Bid

SELL PRICE Each Unit	\$174,500.00
<b>AFTER TAX BALANCE</b>	<b>\$174,500.00</b>
<b>PRICE PER MACHINE 4 Total</b>	<b>Total Cost</b>
<b>\$698,000.00</b>	

**\*\* 1 YEAR GUARANTEED BUYBACK \$177,500.00 BASED ON 300 HOURS OF USAGE\*\***

O/T RATE OF \$30 PER HOUR OVER **300 HOURS OF USAGE**

PLEASE INFORM WHEELER OF INTENT OF BUYBACK TERM 3 MONTHS IN ADVANCE  
CUSTOMER RESPONSIBLE FOR ALL LUBE SERVICE WHILE IN POSSESSION AND ANY  
DAMAGE REPAIRS.

**\*\*This Quote is for 4 machines total and with the understanding we will Purchase the machine's back in one years time at \$177,500 Per Unit.\*\***

**WARRANTY & COVERAGE**

Standard Warranty: 12 Months / Unlimited Hours

**F.O.B/TERMS:**

Delivered to San Juan County



## COMMISSION STAFF REPORT

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**MEETING DATE:** March 02, 2021

**ITEM TITLE, PRESENTER:** Children and Teen Book Enhancement Grant contract, Nicole Perkins,  
Library Director

**RECOMMENDATION:**  
Approve

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### SUMMARY

This is a State \$3000 grant to purchase USL approved 2020/2021 published titles for Children and Teen titles for collection development.

### HISTORY/PAST ACTION

This grant is applied for and usually approved on an annual basis for the past 10 years or more.

### FISCAL IMPACT

No fiscal impact.



# STATE OF UTAH

## CONTRACT #

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah: **Department of Heritage and Arts, Agency Code: 710, State Library Division**, referred to as **STATE**, and **San Juan County Library**, referred to as **GRANTEE**.

San Juan County Library  
25 W 300 S  
Blanding, UT  
84511-3829

LEGAL STATUS OF GRANTEE  
 Sole Proprietor  
 Non-Profit Corporation  
 For-Profit Corporation  
 Government Agency

DUNS # (required): 070018296  
 Contact Person: Nicole Perkins  
 Phone Number: (435) 678-2335  
 Email: nperkins@sanjuancounty.org  
 Vendor ID #: 06866HK Commodity Code # 99999

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Fund LSTA Grant for Project Title: 2021 Children and Teen Book Enhancement Mini-Grant. Project will be completed by GRANTEE as outlined in Grant Application and in accordance with Scope of Work as outlined.

3. PROCUREMENT: This contract is entered into as the result of the procurement process on RX# N/A, FY N/A, Bid #N/A, a pre-approved sole source authorization (from the Division of Purchasing) SS# N/A, or other method: USL Grant Application.

4. CONTRACT PERIOD: Effective Date: 02/20/2021 Termination Date: 05/14/2021, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.

5. CONTRACT COSTS: GRANTEE will be paid a **maximum** of \$3,000.00 for costs authorized by this contract. Prompt Payment Discount (if any): N/A. Additional information regarding costs: N/A.

6. ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A - Standard Terms & Conditions for Grants  
 Attachment B – Scope of Work and Special Provisions  
 Other Attachments: The following attachments are required for this Contract to comply with the aforementioned LSTA guidelines and are required for submission during project period as outlined. These documents are included in the total documentation for Contract, though received at different times during the effective dates of Contract.

- Grant Application with attached: Assurances – Non-Construction Programs and Certification Regarding Debarment and Suspension, etc.
- Survey

**Any conflicts between Attachment A and the other attachments will be resolved in favor of Attachment A.**

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED: N/A
  - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
  - b. Utah State Procurement Code, Procurement Rules, and GRANTEE’S response to Bid # N/A, dated N/A.

**Page 2**  
**Contract between USL and San Juan County Library Contract #**

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

GRANTEE

STATE

\_\_\_\_\_  
Director, Manager or Authorized Signatory

\_\_\_\_\_  
Director, State Library Division

\_\_\_\_\_  
Financial Officer

N/A Grant  
\_\_\_\_\_  
Director, Division of Purchasing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Division of Finance

Agency Contact for questions during the contract process.

Sharon Deeds  
Agency Contact

801-715-6742  
Phone Number

801-715-6767  
Fax Number

sdeeds@utah.gov  
Email

**ATTACHMENT A**

## STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GRANTS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a. **"Contract"** means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
  - b. **"Contract Signature Page(s)"** means the cover page(s) that the State and Grantee sign.
  - c. **"Grantee"** means the individual or entity which is the recipient of grant money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
  - d. **"Non-Public Information"** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and state laws.
  - e. **"State"** means the State of Utah Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).
  - f. **"Grant Money"** means money derived from state fees or tax revenues that is owned, held, or administered by the State.
  - g. **"SubGrantees"** means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to State the following accounting for all Grant Money received by the Grantee, at least annually, and no later than 60 days after all of the Grant Money is spent:
  - a. a written description and an itemized report detailing the expenditure of the Grant Money or the intended expenditure of any Grant Money that has not been spent; and
  - b. a final written itemized report when all the Grant Money is spent.
  - c. **NOTE: If the Grantee is a non-profit corporation,** Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.
5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee's performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee's use of the Grant Money is appropriate and has been properly reported.
6. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the State.

7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
8. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and SubGrantees, and shall fully indemnify, defend, and save harmless the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance of this Contract caused by any intentional act or negligence of Grantee, its agents, employees, officers, partners, or SubGrantees, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State. The parties agree that if there are any limitations of the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any SubGrantees. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Grantee acknowledges that within thirty (30) days of contract award, Grantee must submit proof of certificate of insurance that meets the above requirements.
13. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
- a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.

14. **PAYMENT:** The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee.
15. **RECAPTURE:** State shall recapture and Grantee shall repay any Grant Money disbursed to Grantee that is not used by Grantee for the project identified or if the money is used for any illegal purpose.
16. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
18. **NON-PUBLIC INFORMATION:** If non-public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public Information strictly confidential; and (iii) not disclose any Non-public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-public Information.

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

Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-public Information to the State or certify, in writing, that the Non-public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

19. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
20. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** If intellectual property is exchanged in return for the funding set forth in this contract, Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability such limitations of liability will not apply to this section.
21. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
22. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
23. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
24. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State, after consultation with the Grantee, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State appoints such an expert or panel, State and Grantee agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.



25. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
26. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
27. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
28. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 30 March 2016)

**ATTACHMENT B**  
SCOPE OF WORK AND SPECIAL PROVISIONS

This Contract is entered into to provide for the cooperative development of local public library services in accordance with the provisions of Utah Code Ann. §§9-7-201(3), 9-7-205(1)(f) and 9-7-205(2) (LexisNexis 2015).

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 03/05/2021.** Any exceptions must be arranged in writing via email to Faye Fischer, Contracts/Grants Analyst for USL at [ffischer@utah.gov](mailto:ffischer@utah.gov).
2. The effective dates of Contract shall be from 02/20/2021 through 05/14/2021, unless terminated sooner in accordance with the terms and conditions herein.
3. The amount payable to GRANTEE by USL for the performance of activities outlined in this Agreement shall not exceed \$3,000.00.
4. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures.
5. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:  
  
USL Contact: Sharon Deeds, [sdeeds@utah.gov](mailto:sdeeds@utah.gov), 801-715-6742  
  
GRANTEE Contact: Nicole Perkins, [nperkins@sanjuancounty.org](mailto:nperkins@sanjuancounty.org), (435) 678-2335
6. The Catalog of Federal Domestic Assistance lists the LSTA grant program number as CFDA #45.310.

**SCOPE OF WORK:**

1. GRANTEE will receive funds for the purchase of current, high-quality and well-reviewed books published in 2020 and 2021 for young adults and children. GRANTEE is required to purchase any combination of books from the lists below. Substitutions will not be allowed unless approved by Sharon Deeds, Youth Services Coordinator.
  - a. 2021 ALA Notable Children's Books (ALSC)
  - b. 2020 American Indian Library Association's Youth Literature Awards
  - c. 2021 Asian/Pacific American Award for Literature
  - d. 2021 Bank Street College of Education's Best Books of the Year (available April 2021)
  - e. 2021/22 Beehive Book Awards Nominees (available March 2021)
  - f. 2021 Best Fiction for Young Adults (YALSA)
  - g. 2021 Coretta Scott King Book Awards
  - h. 2021 Pura Belpre Award
  - i. 2021 Robert F. Sibert Informational Book Medal
  - j. 2021 Quick Picks for Reluctant Young Adult Readers
  - k. 2021 Nonfiction for Young Adults Award
  - l. Curated list of Books (available February 2021)
2. GRANTEE agrees to purchase books in a timely manner. **Books purchased after 05/14/2021 are not eligible for the grant.**
3. Books may be purchased from any of the preselected lists using vendors of their choice. Funds may be used for vendor processing as well.

4. Library Services and Technology Act (LSTA) funds will be used to finance approved projects. Approved projects will be required to follow State and Federal guidelines in regards to procurement, expenditure of funds and reporting standards.
5. The Project Director must create a separate cost center for sub-award (LSTA) funds. LSTA funds may not be placed in an interest-bearing account.
6. The Project Director must set up an accounting system to track expenditures of LSTA, matching, and in-kind funds or services.
7. The Project Director or Financial Officer must set up procedures for documenting any salaries/benefits costs associated with the grant project.
8. The GRANTEE must retain electronic copies of all invoices during the grant period. Copies must be complete and legible and be available for submission upon request.
9. If applicable, the GRANTEE must retain electronic documentation for any salary/benefit costs applicable to the grant during the grant period and have them available for submission upon request.
10. The Project Director must read the Grant Administrative Guidelines within one (1) month of the start of the grant period.
11. The links for Grant Administrative Guidelines can be found at <https://docs.google.com/document/d/1imoSylYtLDSBctiqmwCk514NEXixPNtjRPnFtkCCo7k/edit>
12. The Project Director must retain all documentation (either in paper or PDF format) related to the grant project for three (3) years after the completion of the grant.
13. The Project Director must acknowledge IMLS and USL as part of the grant project. Additional information on acknowledgement is in the Grant Administrative Guidelines.
14. If the Project Director or Financial Officer cannot fulfill their duties through the completion of the grant, the USL Contact must be informed within seven (7) working days.
15. Funds will be advanced to the GRANTEE for the grant upon final processing by USL. All documents associated with grant purchases must be kept and submitted for review by 05/14/2021.
16. All expenditures for the grant project must be expended by 05/14/2021.
17. GRANTEE will submit copies of invoices or packing slips for review by 05/14/2021.
18. *Any advanced funds not expended by 05/14/2021, as outlined in Grant Application and final Grant Funding, will be reimbursed to USL by 05/28/2021.*
19. GRANTEE agrees to add newly purchased materials to circulating collections.
20. Survey (including final budget information) is due to USL on or before 05/28/2021. Along with the final report, you must complete the survey by 06/15/2020. The link to the survey is: [https://docs.google.com/forms/d/e/1FAIpQLSeilkvVfWb4T6Pp4cpmge\\_IKu6h29GZsk1EoG-Jhj52ACboYA/viewform](https://docs.google.com/forms/d/e/1FAIpQLSeilkvVfWb4T6Pp4cpmge_IKu6h29GZsk1EoG-Jhj52ACboYA/viewform).

**SPECIAL CONDITIONS:**

1. GRANTEE will ensure that The Institute for Museums and Library Services 2016 Grants to States Award Guidance is followed in relevant part regarding where Utah State Library and subgrantees "... must acknowledge IMLS in all related publications and activities supported with your grant money. An example acknowledgement would read: "This program was funded in part with a grant from the Institute of Museum and Library Services which administers the Library Services and Technology Act." IMLS provides a kit with suggestions and materials to help subgrantees publicize grant activities at <http://www.imls.gov/recipients/grantee.aspx>." The IMLS website includes the IMLS logo available to download and use in published materials where appropriate.
2. GRANTEE will ensure that The Utah State Library Division, Department of Heritage and Arts, is also acknowledged in all related publications and activities supported with LSTA grant funds. An example acknowledgement may read: "This program was funded in part through a grant from Utah State Library Division, Department of Heritage and Arts." A combined acknowledgement statement may read: "This program was funded in part through a grant from Utah State Library Division, Department of Heritage and Arts, and from the Institute of Museum and Library Services which administers the Library Services and Technology Act."

**SPECIAL PROVISIONS:**

1. USL will advance GRANTEE their portion of the LSTA funds for this project up to the total of the Grant amount of \$3,000.00.

**OTHER INFORMATION:**

**Contract between USL and San Juan County Library**

**Contract #**

Item 6.

General Grant Administrative Guidelines can be found  
at <https://docs.google.com/document/d/1imoSyIYtLDSBctiqmwCk514NEXixPNtjRPnFtkCCo7k/edit>



## CLINICAL AFFILIATION AGREEMENT

THIS CLINICAL AFFILIATION AGREEMENT (the "Agreement") is made and entered into as of July 1, 2021 ("Effective Date") between Utah State University ("University"), having an office at 2695 Old Main Hill, Logan, UT 84322 and San Juan Public Health ("Facility"). University and Facility each may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the purpose of this Agreement is to guide and direct the Parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for University's Department of Nursing students encompassing clinical education, clinical experience, preceptorship, and externship experiences.

WHEREAS, neither Party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **1. Responsibilities of University.**

1.1. **Student Preparation.** The University will use reasonable efforts to prepare students selected for participation in the experience.

1.2. **Education Responsibility.** The University will retain general responsibility for the education of its students. The University will provide the Facility with current copies of curriculum objectives and course descriptions associated with the experience. The University will maintain applicable academic accreditation(s) during the Term. If requested by the Facility, the University will provide credentials and contact information of faculty associated with the experience.

1.3. **Confidentiality.** The University will advise all students assigned to the Facility regarding the confidentiality of Facility's patient/client records and/or information, including confidentiality duties associated with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The University will also advise all students that confidentiality duties are ongoing.

1.4. **Compliance.** The University will advise students that they are required to comply with Facility dress codes, rules, regulations, and procedures.

1.5. **Performance Evaluations.** If requested by the Facility, the University will provide instruction to the Facility's staff with respect to the performance evaluation of all the students at the Facility.

1.6. **Insurance.** The University carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Agreement shall require the University to carry different or additional insurance, and any obligations of the University contained in the Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect



to University's negligent acts or omissions. The University warrants that its insurance provides: general liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 general aggregate; and professional liability insurance for its students with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. If requested by the Facility, the University will provide the Facility with a certificate of such insurance.

## **2. Responsibilities of Facility.**

2.1. **Learning Environment.** The Facility has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur for participating students. Therefore, the Facility will provide students with access to appropriate resources for student education including: a) access to patients/clients at the Facility in an appropriately supervised environment, in which the student can complete the University's curriculum; b) student security badges or other required security access to patient/client care areas; c) access and required training for students in the proper use of electronic records or paper charts, as applicable; d) computer access; e) some secure storage space for personal items of student when at the Facility; and f) access to call rooms, if necessary.

2.2. **Responsible for Patients/Clients.** The Facility will retain full responsibility for care of its patients/clients and will maintain administrative and professional supervision of students insofar as their presence and assignments affect the operation of the Facility and its care, direct and indirect, of patients/clients. The responsibility of the Facility for patient care should not diminish or preclude opportunities for students to undertake patient care duties under appropriate supervision.

2.3. **Performance Evaluations.** The Facility will assist the University in the evaluation of the learning and performance of participating students by completing and returning in a timely fashion University-provided evaluation forms.

2.4. **Orientation.** The Facility will provide for the orientation of students as to the Facility's rules, regulations, procedures, and policies of the Facility along with any other of Facility's expectations for the participating students.

2.5. **Supervision.** The Facility will provide qualified and competent staff members in adequate number for the instruction and supervision of students participating in the experience.

2.6. **Emergency Care.** In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the Facility, the Facility will (a) notify the University of such an event and (b) provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such students to the nearest emergency facility. The student will be responsible for any charges thus generated.

2.7. **Student Records.** Facility, its employees, agents and representatives shall maintain in confidence student files and personal information and limit access to only those Facility employees or agents with a need to know. Facility agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations





apply to the University. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Facility as a school official with a legitimate educational interest in the educational records of the student(s) who participate in the experience to the extent that access to the records is required by Facility to carry out the experience.

2.8. **Liability Insurance.** If requested by the University, the Facility will provide proof that it maintains liability insurance in commercially reasonable amounts.

2.9. **Claims.** The Facility will provide written notification to the University promptly if a claim arises involving a student.

2.10. **Incidents.** The Facility will resolve any situation in favor of its patients'/clients' welfare. When an incident or problem occurs involving a student, the Facility may restrict or remove such student from the situation or restrict such student to the role of observer until the incident can be resolved by the Facility. The Facility will notify the University's representative if such an action is required.

### 3. **Mutual Responsibilities.**

3.1. **Collaboration.** The Parties will work together to maintain a high quality educational environment where patient/client care is paramount. At the request of either Party, a meeting or conference will promptly be held by the Parties' respective coordinators, as set forth below, to resolve any problems or develop any improvements in the operation of the experience.

University-  
Name: Susan Dewar  
Phone Number: 435-678-8191  
Email: susan.dewar@usu.edu

Facility-  
Name: Brittney Carlson  
Phone Number: 435-359-0038  
Email: bcarlson@sanjuancounty.org

The coordinator may be changed from time to time as needed by providing the other Party with written notice of the change.

3.2. **Background Checks, Immunizations, and Other Requirements.** If applicable, the Facility shall notify the University of any required criminal background checks, immunizations, tuberculosis testing, drug tests, healthcare provider CPR certification, or any other requirements (i.e., fingerprints, physical exam, etc.) for participating students and faculty. When so informed, the University will inform and assist interns in obtaining the requirements. Unless provided by the Facility, the costs associated with any such requirement will be paid by the intern.

3.3. **Student Removal.** The Facility may request the removal of any student whom the Facility determines is not performing in accordance with its applicable administrative and patient care policies, procedures, rules, and/or regulations. Such request must be in writing, and must include a statement of the reason or reasons why Facility desires to have the student removed. The student must be afforded by the University an opportunity to respond in writing to the statements. However, Facility may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. The Facility will notify the appropriate office of the University if such an action is required. The University may terminate a student's participation when, in its sole discretion, further participation by the student would no longer be appropriate. The University will notify the Facility if such action is required.



3.4. **Expenses.** Expenses incurred for normal activities in accordance with this Agreement shall be covered by the Party incurring the cost, except when otherwise prearranged in writing.

3.5. **Non-Discrimination.** Neither University nor Facility will discriminate in any way based on race, color, religion, sex, national origin, age, genetic information, sexual orientation or gender identity/expression, disability, status as a protected veteran, or any other status protected by local, state, or federal law.

3.6. **Compliance with the Law.** The University and Facility shall comply with all applicable federal and state laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and rules and regulations promulgated thereunder.

4. **Term and Termination.** This Agreement will commence as of the Effective Date and will continue for five (5) years or until terminated. This Agreement may be terminated at any time and for any reason by either Party upon not less than ninety (90) days prior written notice to the other Party. Should notice of termination be given under this Section, students scheduled with Facility prior to the termination date will be permitted to complete any previously scheduled experience at Facility.

5. **Employment Disclaimer.** Participation in the experience will not afford students status as employees or agents of the Facility or University for any purpose. The Parties agree that students will not be entitled to receive any compensation or employment benefits from Facility, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Facility will not be required to purchase any form of insurance for the benefit or protection of any student of the University. The Parties agree that in compliance with HIPAA, if a student has access to protected health information of the Facility, then such student shall be considered a member of the Facility's "workforce" as that term is defined by 45 CFR 160.103.

6. **Liability.** Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such Party or its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under this Agreement. Neither Party shall be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or relating to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

7. **Miscellaneous**

7.1. **Choice of Law and Venue.** The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

7.2. **Government Records and Management Act.** Facility acknowledges that University is a governmental entity subject to the Utah Government Records Access and





Management Act, Utah Code section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within University's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that University's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to University that Facility believes should be protected from disclosure must be accompanied by a written claim of confidentiality mid a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, University may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to University's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

7.3. Governmental Immunity. Facility further acknowledges that University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by University of any protections, rights, or defenses applicable to University under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of University to incur by contract any liability for the operations, acts, or omissions of Facility or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of University contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of University. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.

7.4. Notice. Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed below (which addresses may be updated by providing written notice to the other Party, as needed):

University-  
Utah State University  
Department of Nursing  
2695 Old Main Hill  
Logan, UT 84322-2695  
435-797-2926  
email: [nhp@usu.edu](mailto:nhp@usu.edu)

Facility-  
San Juan Public Health Department  
735 S 200 W Suite 2  
Blanding, Utah 84511  
email: [publichealth@sanjuancounty.org](mailto:publichealth@sanjuancounty.org)



7.5. Assignment. Neither party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.

7.6. Relationship of Parties. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.

7.7. Amendment and Supplement. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

7.8. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

7.9. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

IN WITNESS THEREOF the Parties have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

UTAH STATE UNIVERSITY

FACILITY

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date:



# UTAH DEPARTMENT OF HEALTH CONTRACT

PO Box 144003, Salt Lake City, Utah 84114  
288 North 1460 West, Salt Lake City, Utah 84116

2104004  
Department Log Number

212701581  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is SJ Building Resilient Inclusive Communities (BRIC)
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health (DEPARTMENT) and the following CONTRACTOR:

**PAYMENT ADDRESS**

San Juan County  
735 S 200 W, Ste 2  
Blanding UT, 84511

**MAILING ADDRESS**

San Juan County  
735 S 200 W, Ste 2  
Blanding UT, 84511

**Vendor ID:** 06866HL  
**Commodity Code:** 93131

3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is Build sustainable programming into existing efforts and address high risk populations for COVID-19 (African Americans, Hispanics, Native Americans, young children, aging adults, and people with disabilities) by providing technical assistance (TA) to increase nutrition security, access to safe physical activity and social connectedness..
4. **CONTRACT PERIOD:** The service period of this contract is 01/01/2021 through 12/31/2021, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$13,500.00 in accordance with the provisions of this contract.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

**CONTRACTOR**

Mike Moulton  
(435) 678-2723  
mmoulton@sanjuancounty.org

**DEPARTMENT**

Disease Control and Prevention  
Health Promotion  
Rebecca Fronberg  
(801) 538-6229  
rfronberg@utah.gov

7. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A: Special Provisions

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

A. All other governmental laws, regulations, or actions applicable to services provided herein.

B. All Assurances and all responses to bids as provided by the CONTRACTOR.

C. Utah Department of Health General Provisions and Business Associate Agreement currently in effect until 6/30/2023.

9. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

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Intentionally Left Blank

**Contract with Utah Department of Health and San Juan County, Log # 2104004**

IN WITNESS WHEREOF, the parties enter into this agreement.

**CONTRACTOR**

**STATE**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Kenneth Maryboy  
County Commission Chair

By: \_\_\_\_\_ Date \_\_\_\_\_  
Shari A. Watkins, C.P.A.  
Director, Office Fiscal Operations

**Attachment A - Special Provisions – 1/1/2021  
San Juan County Health Department 2021**

**Building Resilient Inclusive Communities (BRIC)**

**Healthy Living Through Environment, Policy and Improved Clinical Care (EPICC)**

**I. DEFINITIONS**

<b>DEPARTMENT</b>	Utah Department of Health—EPICC Program
<b>SUB-RECIPIENT</b>	Local Health Department
<b>ULACHES</b>	Utah Local Association of Certified Health Education Specialists—Local Health Department Health Promotion Directors

**II. FUNDING**

- A. The source of funding provided for this agreement is from the following: Contract with National Association of Chronic Disease Directors (NACDD)
- B. DUNS Number: 079815014
- C. Indirect Cost Rate: [0%]
- D. As set forth in the funding periods below, the DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to the maximum of \$13,500.00 for expenditures made by the SUB-RECIPIENT directly related to this project as described in Section III Services A.
  - i. Allowable expenditures include wages and salaries, fringe benefits, supplies, travel, subcontract costs, consultants and current expense.
  - ii. The SUB-RECIPIENT will report monthly expenditures, using a separate line item for each allocation coding as shown in the table below, on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.

**III. SERVICES**

- A. The SUB-RECIPIENT shall conduct at least one of the following activities related to BRIC funding. These activities are complementary to the 1807 SPAN grant activities.
  - i. Nutrition Security
    - 1. Collaborate with state and or community food council/coalition/task force on equitable nutrition security for food banks, pantries, or feeding sites during COVID.
    - 2. Efforts to increase number of food banks, pantries, or feeding sites in each community selected adopt nutrition standards due to increase in demand during the COVID-19 pandemic since February 2020. (Please note: this date is correct; this can be retroactive.)
    - 3. Efforts to support the increase in the number of people in communities who receive healthier foods distributed by food pantries, food banks, or other feeding sites including how demand has changed during COVID-19
    - 4. Efforts to increase number of places providing increased financial access to healthier foods.
  - ii. Physical activity access

1. Collaborate with state and or community task forces/coalitions that support equitable, safe physical activity during COVID.
  2. Progress to support at least one Community Action Plan includes the potential assessment of local community design as it relates to improving safe and equitable access to physical activity (including number of federal, state or local partners formally engaged) as well as how local demand had changed during COVID-19
  3. Efforts to support at least two verified changes in the characteristics of each selected community that demonstrates walkability or increased safety for those most at risk for COVID illness and death (e.g., measure: safer and pedestrian-friendly streets, increased access to transit with social distancing from public records) including how local demand has changed during COVID-19.
  4. Efforts to support at least two alternative commuting facilities, programs or services created or enhanced that support equitable access that can be used by the priority population in each community to safely travel to essential services, including jobs, medical appointments, grocery stores or food pantries including how local demand has changed during COVID-19.
- iii. Social Connectedness
1. Collaborate with state and or community task forces/coalitions that support equitable social connectedness during COVID.
  2. Efforts to implement new or improved community strategies that emphasize and integrate feasible and innovative social connectedness efforts for older adults at higher risk for severe illness from COVID-19; incorporation of existing networks of community health workers should be encouraged.
  3. Efforts to implement at least two new or improved equitable programs for older adults living in high burden communities that offer on-line and in-person educational, social, creative, and physical activities that encourage personal interactions, regular attendance, and community involvement working in collaboration with existing programs (e.g., mental health or Arthritis Programs, AARP, or other)
  4. Efforts to implement at least two new or improved equitable Intergenerational Mentoring Programs have been established in the community to foster healthy, ongoing, supportive relationships between older adults and youth.

#### **IV. RESPONSIBILITY OF THE SUB-RECIPIENT**

- A. The SUB-RECIPIENT shall conform to the Americans with Disabilities Act (ADA) including associated regulations and policies and Civil Rights laws, regulations and policies, which includes providing reasonable accommodations to those with disabilities and displaying required notices of rights.
- B. The SUB-RECIPIENT shall provide detailed reports on progress and results by the following dates:
  - i. April 15, 2021
  - ii. July 15, 2021
  - iii. October 15, 2021

iv. January 15, 2022

- C. The SUB-RECIPIENT shall use Catalyst to document the progress made on the activities to the DEPARTMENT's Program Liaison. The SUB-RECIPIENT shall ensure that necessary information is entered into all required reporting fields.
- D. The SUB-RECIPIENT shall provide progress, results and performance measure data as outlined in Catalyst.
- E. The DEPARTMENT will provide additional evaluation criteria as agreed upon by EPICC and ULACHES.

**V. RESPONSIBILITY OF DEPARTMENT**

- A. The DEPARTMENT agrees to provide written confirmation of receipt of reports within 10 working days
- B. The DEPARTMENT agrees to provide written feedback on results or progress within 20 working days of receipt of quarterly progress and end-year reports.
  - i. The SUB-RECIPIENT agrees to reply to feedback, in the space provided in Catalyst, within 10 working days of receipt of DEPARTMENT feedback.
- C. The DEPARTMENT agrees to provide training and technical assistance as requested or needed.





## COMMISSION STAFF REPORT

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**MEETING DATE:** March 02, 2021

**ITEM TITLE, PRESENTER:** LigMag Dust Suppressant, Todd Adair – Road Superintendent

**RECOMMENDATION:** Approve Purchase

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### SUMMARY

The price attached is for our road dust suppressant. This is a sole source product in our area and will also be used for our Forest Service project.

### HISTORY/PAST ACTION

Desert Mountain was used last year.

### FISCAL IMPACT

\$44,004.00 will be the total purchase amount. The Forest Service will pay for a portion and the remainder is in the approved 2021 budget.

**CUSTOMER QUOTE**

\*\*\* Good for 90 days from date of bid opening \*\*\*

Item 9.

Sales Representative: Doyle Villers  
 Rep Phone #: 970-844-0811  
 email: d.villers@desertmtncorp.com

DMC Location Code NMO1

Mileage from NMO1 N/A

Date: 2/10/2021

**Bid Submittal**

San Juan County, UT  
 P.O. Box 188  
 Monticello, UT 84535

**Owners Rep**

San Juan County, UT Road Department  
 881 East Center Street  
 Monticello, UT 84535  
 Clark Hawkins  
 435-587-3225  
 chawkins@sanjuancounty.org

Quantity	Item	Item Description	Unit Price	Total
38,600	Custom Blend	Provide and apply 29,000 gals Custom Blend to various roads and locations in the Monticello and Blanding Utah area	\$1.14	\$ 44,004
		Desert Mountain reserves the right to add a fuel surcharge should fuel go above \$2.39		
				-
				-
				-
				-

**Job Description and Special Notes**

SUBTOTAL	-
SALES TAX**	5.237%
SHIPPING	
MISC	
GRAND TOTAL	

- \* Desert Mountain reserves the right to add a fuel surcharge should fuel go above \$2.39
- \*\* Sales Tax (If Applicable it will be in addition to the estimated price)
- \*\*\* Any Stand-by Time associated with contractor delay's (pre-watering not complete, shutdowns, ect...)

When placing Order you MUST sign Here----->

Signature and Title

Date

PROCUREMENT POLICY AND BID-QUOTATION FORM

#1  
NAME OF COMPANY  
Desert Mountain Corp.

Telephone # 877 718 3878

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

Time \_\_\_\_\_

Contact Person Doyle Villers

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

ITEMS QUOTED: 38,600 gal

DMC 730

PRICE: \$ 1.14 per gal

\$ 44,004

BID CHOSEN AND REASON: Sole Source Product

#2  
NAME OF COMPANY

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

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

Time \_\_\_\_\_

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

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

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

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

#3  
NAME OF COMPANY

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

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

Time \_\_\_\_\_

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

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

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

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

#4  
NAME OF COMPANY

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

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

Time \_\_\_\_\_

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

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

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

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

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

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

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

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



## COMMISSION STAFF REPORT

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**MEETING DATE:** March 02, 2021

**ITEM TITLE, PRESENTER:** Gravel Crushing Bids, Todd Adair – Road Superintendent

**RECOMMENDATION:** Approve Bid Award – Low Bid Overall

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### SUMMARY

Bids for gravel crushing in Zeke's Hole and Spring Creek pits were advertised for three weeks and we would like to recommend the low bid – Harward and Rees

### HISTORY/PAST ACTION

N/A

### FISCAL IMPACT

Funds for crushing at each pit are in the approved 2021 budget.

Zeke's Hole: \$7.65/cubic yard for a total of \$191,250.00

Spring Creek: \$8.10/cubic yard for a total of \$202,500.00



SAN JUAN COUNTY

UNOFFICIAL RESULTS OF THE BID OPENING HELD  
 February 25, 2021  
 4:15 p.m.

<b>PRESENT:</b>	Val Rees, Todd Adair, Monica Alvarado, Jackie Palmer, Ann Hawkins
<b>PRODUCT:</b>	1.5" Minus Gravel – 25,000 c.y.
<b>PROJECT:</b>	Zeke's Hole Pit

<b>APPARENT LOW:</b>	Harward & Rees
<b>2<sup>ND</sup> LOW:</b>	Crowley Construction/Holiday Construction
<b>3<sup>rd</sup> LOW:</b>	LeGrand Johnson

NO.	BIDDER	BID
1	Crowley Construction	\$8.00/cy or \$200,000.00 Total
2	Holliday Construction	\$8.00/cy or \$200,000.00 Total
3	Harward & Rees	\$7.65/cy or \$191,250.00 Total
4	LeGrand Johnson Construction	\$12.00/cy

PROCUREMENT POLICY AND BID-QUOTATION FORM

#1

NAME OF COMPANY

Crowley Construction

Telephone # (425) 587-2377

Sealed Bid  
In Person  By Mail

Time 4:15 pm

Contact Person Chris Crowley

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

ITEMS QUOTED: 25,000 cy

of 1.5" Minus gravel at

Zeki's Hole

PRICE: \$8.00/cy or

\$200,000.00 Total

BID CHOSEN AND REASON: Harward & Rees - Overall lower bid - \$191,250.00

#2

NAME OF COMPANY

Holiday Construction

Telephone # (435) 678-2028

Sealed Bid  
In Person  By Mail

Time 4:15 pm

Contact Person Jason Holiday

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

ITEMS QUOTED: 25,000 cy

of 1.5" Minus Gravel at

Zeki's Hole

PRICE: \$8.00/cy or

\$200,000.00 Total

#3

NAME OF COMPANY

Harward & Rees

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

Sealed Bid  
In Person  By Mail

Time 4:15 pm

Contact Person Val Rees

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

ITEMS QUOTED: 25,000 cy

of 1.5" Minus Gravel at

Zeki's Hole

PRICE: \$7.65/cy or

\$191,250.00 Total

#4

NAME OF COMPANY

Logrand Johnson Const.

Telephone # (435) 259-5809

Sealed Bid  
In Person  By Mail

Time 4:15 pm

Contact Person Chris Birdsong

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

ITEMS QUOTED: 25,000 cy

of 1.5" Minus Gravel at

Zeki's Hole

PRICE: \$12.00/cy

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

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

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

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

# Crowley Construction, Inc.

Gary and Phyllis Crowley  
310 S. Eastland Rd CR#312  
HC 63 Box 66  
Monticello, Utah 84535  
Office: 435-587-2377 Fax: 435-587-3409

Environmental Remediation - Gravel Products - Road Construction - Reclamation - Site Preparation  
Land Leveling - Mineral Exploration - Erosion Control - Trucking - Heavy Equipment Hauling

2/8/2021

Crowley Construction's Bid for the San Juan County Zekes Hole Gravel Bid is:

25,000 Tons of 1.5" Gravel at \$8.00/per ton

Total Cost is \$200,000

Thanks you  
Chris Crowley



V.P. Operations

HOLLIDAY CONSTRUCTION, INC  
P.O. BOX 502  
BLANDING, UTAH 84511  
PHONE: 435- 678-2028  
Fax: 453- 678-3503

February 2,2021

Re: San Juan County Road Crushing job Zeke,s Hole

TO WHOM IT MAY CONCERN:

Holliday Construction, Inc. bid price on crushing 25,000 cubic yards of 1.5"Minus Gravel.

25,000 Cubic yards @\$8.00 per yard =\$200,000.00

Sincerely,



Jason Holliday  
President  
Holliday Construction, Inc



BID SCHEDULE

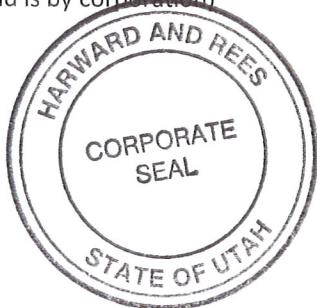
PROPOSAL FOR: San Juan County  
Project: Zeke's Hole Sealed Bid

The undersigned Bidder, having examined and determined the scope of the Contract, hereby proposes to perform the work described herein for the following unit price.

No.	Item	Quantity	Unit	Unit Price	Amount
1	1.5" Minus Gravel	25,000	CY	\$ 7.65	\$ 191,250.00
BID TOTAL					\$ 191,250.00

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

Seal (if bid is by corporation)



License No. 266387-5501

Date: 2/04/2021

Respectfully Submitted:

Bidder: Harward and Rees

Signature: Val Rees

Title: VP

Address: 169 South Main  
P.O. Box 279  
Loa, UT 84747



SAN JUAN COUNTY

UNOFFICIAL RESULTS OF THE BID OPENING HELD  
 February 25, 2021  
 4:20 p.m.

<b>PRESENT:</b>	Val Rees, Todd Adair, Monica Alvarado, Jackie Palmer, Ann Hawkins
<b>PRODUCT:</b>	1.5" Minus Gravel – 25,000 c.y.
<b>PROJECT:</b>	Spring Creek Pit

<b>APPARENT LOW:</b>	
<b>2<sup>ND</sup> LOW:</b>	
<b>3<sup>RD</sup> LOW:</b>	

<b>NO.</b>	<b>BIDDER</b>	<b>BID</b>
1	Crowley Construction	\$9.20/cy or \$230,000.00 Total
2	LeGrand Johnson Construction	\$12.00/cy
3	Harward & Rees	\$8.10/cy or \$202,500.00 Total



PROCUREMENT POLICY AND BID-QUOTATION FORM

#1

NAME OF COMPANY

Crowley Construction

Telephone # (435) 587-2377

In Person  By Mail

Time 4:20 pm

Contact Person Chris Crowley

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

ITEMS QUOTED: 25000 cy of

of 1.5" Minus gravel at

Spring Creek

PRICE: \$9.20/cy or

\$230,000 total

#2

NAME OF COMPANY

LeGrand Construction

Telephone # (435) 259-5809

In Person  By Mail

Time 4:20 pm

Contact Person Chris Birdsong

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

ITEMS QUOTED: 25000 cy of

1.5" Minus Gravel at

Spring Creek

PRICE: \$12.00/cy

#3

NAME OF COMPANY

Harward & Rees

Telephone # Sealed Bid

In Person  By Mail

Time 4:20 pm

Contact Person Val Rees

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

ITEMS QUOTED: 25,000 cy

of 1.5" Minus Gravel

at Spring Creek

PRICE: \$8.90/cy or

\$202,500.00 Total

#4

NAME OF COMPANY

Telephone #

In Person

By Mail

Time

Contact Person

ALL QUOTATIONS TO BE

CONFIRMED IN WRITING

ITEMS QUOTED:

PRICE:

BID CHOSEN AND REASON: Harward & Rees - Overall Lower Bid - \$202,500.00

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

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

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

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

# Crowley Construction, Inc.

Gary and Phyllis Crowley  
310 S. Eastland Rd CR#312  
HC 63 Box 66  
Monticello, Utah 84535  
Office: 435-587-2377 Fax: 435-587-3409

Environmental Remediation - Gravel Products - Road Construction - Reclamation - Site Preparation  
Land Leveling - Mineral Exploration - Erosion Control - Trucking - Heavy Equipment Hauling

2/8/2021

Crowley Construction's Bid for the San Juan County Spring Creek Gravel Bid is:

25,000 Tons of 1.5" Gravel at \$9.20/per ton

Total Cost is \$230,000

Thanks you  
Chris Crowley



V.P. Operations



BID SCHEDULE

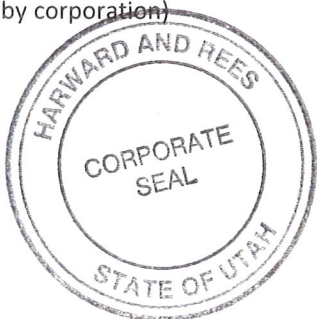
PROPOSAL FOR: San Juan County  
Project: Spring Creek Sealed Bid

The undersigned Bidder, having examined and determined the scope of the Contract, hereby proposes to perform the work described herein for the following unit price.

No.	Item	Quantity	Unit	Unit Price	Amount
1	1.5" Minus Gravel	25,000	CY	\$ 8.10	\$ 202,500.00
BID TOTAL					\$ 202,500.00

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

Seal (if bid is by corporation)



Respectfully Submitted:

Bidder: Harward and Rees

Signature: Val Ross

Title: VP

License No. 266387-5501

Address: 169 South Main  
P.O. Box 279  
Loa, UT 84747

Date: 2/04/2021

SAN JUAN COUNTY

UNOFFICIAL RESULTS OF THE BID OPENING HELD  
 February 25, 2021  
 4:20 p.m.

<b>PRESENT:</b>	Val Rees, Todd Adair, Monica Alvarado, Jackie Palmer, Ann Hawkins
<b>PRODUCT:</b>	1.5" Minus Gravel – 25,000 c.y.
<b>PROJECT:</b>	Spring Creek Pit

<b>APPARENT LOW:</b>	Harward + Rees
<b>2<sup>ND</sup> LOW:</b>	Crowley Construction
<b>3<sup>RD</sup> LOW:</b>	Le Grand Johnson Construction

NO.	BIDDER	BID
1	Crowley Construction	\$9.20/cy or \$230,000.00 Total
2	LeGrand Johnson Construction	\$12.00/cy
3	Harward & Rees	\$8.10/cy or \$202,500.00 Total





## COMMISSION STAFF REPORT

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**MEETING DATE:** March 02, 2021

**ITEM TITLE, PRESENTER:** Maintenance Technician II Job Description, Todd Adair – Road Superintendent

**RECOMMENDATION:** Approve Job Description

---

### SUMMARY

The San Juan County Road Department would like to have a career ladder path for shop personnel. There is one in place for the Road Crew and we would like one for the shop to increase our hiring pool of applicants.

### HISTORY/PAST ACTION

N/A

### FISCAL IMPACT

This job will fall under the Mechanic position that is in the budget.

Job Title: Maintenance Technician II	Step: 40-89
Department: Road Department	Grade: 6-12
Effective Date: January 1, 2021	
Revision Date:	FLSA Status: Non-Exempt

### **General Purpose**

**Entry Level:** Performs a variety of light cleaning and housekeeping duties. Has the primary responsibility to the Monticello Road Office, Monticello Road Shop, Blanding Road Office and Blanding Road Shop. Additional duties include but not limited to detailing of vehicles and equipment. Skill and ability relating to operation and maintenance of equipment used in road construction, maintenance and repair of County roads.

**Intermediate Level:** Duties as described in entry level along with a higher degree of skills and abilities relating to operation and maintenance of equipment and vehicles used in road construction, maintenance and repair of County roads.

**Advanced Level:** Skills and abilities for entry and intermediate level along with more experience, skills and abilities relating to operation and maintenance of equipment used in road construction, maintenance and repair of county roads. Shows ability to assist on projects and work independently in the absence of the supervisor.

### **Essential Functions**

- Sweeps and washes work areas and floors in the shop and Road Office. Empties garbage and other debris from around the shop and Road Office as necessary.
- Clean windows, dusts and vacuum floors.
- Removes snow and other debris from around the shop and Road Office as necessary.
- Clean and wash county vehicles.
- Performs manual labor with hand tools and assists more experienced operators with a variety of laborer tasks related to repairs on equipment and/or road maintenance.
- Performs some repairs and maintenance of buildings by patching walls and doors, painting walls and trim, replacing fixtures or lighting and mounting things as needed.
- Notifies supervisor concerning the need for major repairs.
- Removes snow on county roads using snow removal equipment. Responds to snow removal operations and emergency situations on a 7 day/24 hour basis, as needed.
- Fabricates, modifies, welds and installs special equipment or replacement parts.
- Service and repair various types of heavy equipment and vehicles.
- Performs minor and major tune-ups on all county vehicles and equipment.
- Changes and repairs tires; completes vehicle maintenance records; and inspects vehicles for annual registration.

### **Intermediate and Advanced Level:** (Essential functions above along with the following):

- Performs pre-trips, safety checks and services on assigned equipment. Performs routine maintenance and emergency repairs and reports mechanical problems for shop repair.
- Must be able to operate with proficiency snow plows and sanders, water trucks, and end dumps. At the advanced level must be able to operate with proficiency transport equipment and belly dumps.
- Advanced level: limited experience operating a motor grader, dozer and scraper.

### **Minimum Qualifications:**

- Must be at least 18 years of age.
- High School graduate or equivalent.
- Must possess a valid Utah Driver's License, with a clean record.

- Must be able to report for work on time and perform the duties of the job for the entire workday.
- Must be able to acquire and maintain Utah Vehicle Safety Inspection Certification.
- **Intermediate level:** Must possess a valid Utah Commercial Driver's License Class "B", with a tanker endorsement and a clean driving record.
- **Advanced level:** Must possess a valid Utah Commercial Driver's License Class "A", with a tanker endorsement and a clean driving record.
- **Intermediate and Advanced level:** Must able to pass and maintain a DOT medical certification.

### **Required Knowledge, Skills and Abilities**

- Knowledge of cleaning and basic tools utilized in building maintenance.
- Skill in operation of a variety of hand tools.
- Knowledge and ability in the use of gas, mig and arc welding techniques.
- Ability to understand and carry out routine, oral and written instructions. Make routine decisions independently.
- Able to drive or operate vehicles or small equipment such as skid steer, forklift and other miscellaneous cleaning equipment.
- Ability to act independently with little to no supervision.
- Must be able to follow written and verbal instructions.
- Understands and follows work zone safety and traffic control. Understands and follows San Juan County Policy and Procedures.
- Attends specific trainings as required for certification and possess the necessary tools to complete duties.
- Has the ability to establish and maintain effective working relationships with employees and the public.

### **Physical Requirements**

- Must be able to walk, climb, stand, bend, reach, push, pull, stoop, sit or squat on even or uneven surfaces 3 to 5 hours.
- Must have full range of movement in hands, arms and legs.
- Ability to perform moderate to heavy physical work. To lift, pull and push at least 75 pounds for extended periods of time in uncomfortable working conditions and positions.
- Must be able to hear and speak clearly to communicate with Supervisors, Employees and the general public.

### **Work Environment**

- Must be able to withstand exposure to loud noises, exhaust, fumes, dirty equipment, dust, grease, oils, solvents, dampness, heights, objectionable odors, contaminants, inclement weather and possibly rough terrain.
- Work could expose employee to unknown, dangerous and/or life threatening conditions including working near moving mechanical parts, hot oil, working at night, in rain or snow and other weather related conditions as well as poor ventilation.

\*\*\*\*\*

**Disclaimer:** The above statements describe the general nature, level and type of work performed by the employee(s) assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes earlier versions.

I \_\_\_\_\_ have reviewed the above Job Description.

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





## COMMISSION STAFF REPORT

**MEETING DATE:** March 2, 2021

**ITEM TITLE, PRESENTER:** Consideration and Approval of the Cal Black Memorial Airport Grant with the Federal Aviation Administration

**RECOMMENDATION:** Make a motion to approve the Grant Application  
Make a motion to deny the Grant Application

### SUMMARY

For the past year we have been working on the Cal Black Memorial Project consist of: 1) Rehabilitating Runway 1-19; 2) Re-grading the Runway 1-19 safety area as required to meet FAA design slope requirements; 3) Replacing the existing stake mounted lights and direct bury cable with base mounted lights and cable in conduit; and 4) Replacing existing signs and Runway 19 and Runway 01 PAPIs

### HISTORY/PAST ACTION

In December, the Board of Commissioners approved the established a Disadvantaged Business Enterprise (DBE) Program for this project.

This project was presented, and funding was allocated in December of 2020 for the 2021 fiscal year budget for this project.

### FISCAL IMPACT

Total project costs are estimated at \$3,245,460 of which the County portion would be \$182,550 which was budgeted this year for the project.

**Application for Federal Assistance SF-424**

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>	
* 3. Date Received: <input type="text"/>		4. Applicant Identifier: <input type="text" value="U96-Cal Black Memorial Airport"/>			
5a. Federal Entity Identifier: <input type="text"/>			5b. Federal Award Identifier: <input type="text" value="AIP No.3-49-0055-018-2021"/>		
<b>State Use Only:</b>					
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>			
<b>8. APPLICANT INFORMATION:</b>					
* a. Legal Name: <input type="text" value="San Juan County"/>					
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="87-6000305"/>			* c. Organizational DUNS: <input type="text" value="0700182960000"/>		
<b>d. Address:</b>					
* Street1:	<input type="text" value="117 South Main"/>				
Street2:	<input type="text" value="P.O. Box 9"/>				
* City:	<input type="text" value="Monticello"/>				
County/Parish:	<input type="text" value="San Juan County"/>				
* State:	<input type="text" value="UT: Utah"/>				
Province:	<input type="text"/>				
* Country:	<input type="text" value="USA: UNITED STATES"/>				
* Zip / Postal Code:	<input type="text" value="435/84535"/>				
<b>e. Organizational Unit:</b>					
Department Name: <input type="text" value="Cal Black Memorial Airport, U96"/>			Division Name: <input type="text"/>		
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>					
Prefix:	<input type="text" value="Mr."/>	* First Name:	<input type="text" value="Mack"/>		
Middle Name:	<input type="text"/>				
* Last Name:	<input type="text" value="McDonald"/>				
Suffix:	<input type="text"/>				
Title:	<input type="text" value="San Juan County Administrator/Airport Manager"/>				
Organizational Affiliation: <input type="text" value="San Juan County"/>					
* Telephone Number:	<input type="text" value="(435) 587-3225"/>	Fax Number:	<input type="text" value="(435) 587-2447"/>		
* Email:	<input type="text" value="mmcdonald@sanjuancounty.org"/>				

**Application for Federal Assistance SF-424****\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Federal Aviation Administration - Denver ADO

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\* 12. Funding Opportunity Number:**

Not Applicable

\* Title:

N/A

**13. Competition Identification Number:**

Not Applicable

Title:

N/A

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Monticello &amp; Halls Crossing, San Juan County, Utah

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Runway 1-19 Rehabilitation and Lighting Replacement

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant  \* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:  \* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="3,245,460.00"/>
* b. Applicant	<input type="text" value="167,770.00"/>
* c. State	<input type="text" value="167,770.00"/>
* d. Local	<input type="text" value="70,000.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="3,651,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on .

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

<b>Part II - SECTION A</b>	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.  <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	



**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Appropriate action has been taken to restrict the use of land to uses that are compatible with normal airport operations.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The County is not in default on any obligation to the United States government.

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

No facts or circumstances exist that might make it impossible for the Sponsor to complete the project.

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with local plans.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

The project has given fair consideration.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Consultation has occurred with airport users.

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Item 7 is Not Applicable.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Item 8 is Not Applicable.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no exclusive rights for any aeronautical activity at any airport owned or controlled by the Sponsor.

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Item 10a is Not Applicable to this project.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Item 10b is Not Applicable to this project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Item 10c is Not Applicable to this project.

---

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 6,000
2. Preliminary expense			0
3. Land, structures, right-of-way			0
4. Architectural engineering basic fees			0
5. Other Architectural engineering fees			0
6. Project inspection fees			0
7. Land development			0
8. Relocation Expenses			0
9. Relocation payments to Individuals and Businesses			0
10. Demolition and removal			0
11. Construction and project improvement			3,625,000
12. Equipment			0
13. Miscellaneous			20,000
<b>14. Subtotal</b> (Lines 1 through 13)			<b>\$ 3,651,000</b>
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			3,651,000
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			70,000
<b>18. Subtotal</b> (Lines 16 through 17)			<b>\$ 3,581,000</b>
19. Federal Share requested of Line 18			3,245,460
20. Grantee share			167,770
21. Other shares			167,770
<b>22. TOTAL PROJECT</b> (Lines 19, 20 & 21)			<b>\$ 3,581,000</b>

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a. Schedule III (Non-Participating) - Pavement Maintenance	\$ 70,000
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	<b>\$ 70,000</b>

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	167,770
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	<b>\$ 167,770</b>
<b>25. Other Shares</b>	<b>Amount</b>
a. State	167,770
b. Other	0
c. <b>TOTAL</b> - Other Shares	<b>\$ 167,770</b>
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 335,540</b>

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)
<ol style="list-style-type: none"> <li>1. Standard DOT Title VI Assurances</li> <li>2. Certification for Contracts, Grants, Loans, and Cooperative Agreements</li> <li>3. Title VI Pre-Award Sponsor Checklist</li> <li>4. Sponsor Certifications</li> <li>5. Current FAA Advisory Circulars</li> <li>6. Airport Sponsor Assurances</li> <li>7. Exhibit "A"</li> </ol> <p>The following item(s) are incorporated by reference:</p> <ol style="list-style-type: none"> <li>1. Plans and Specifications</li> </ol>

**PART IV – PROGRAM NARRATIVE**  
*(Suggested Format)*

<b>PROJECT:</b> Runway 1-19 Rehabilitation and Lighting Replacement
<b>AIRPORT:</b> Cal Black Memorial Airport (U96)
<p><b>1. Objective:</b></p> <p>This project shall consist of: 1) Rehabilitating Runway 1-19; 2) Re-grading the Runway 1-19 safety area as required to meet FAA design slope requirements; 3) Replacing the existing stake mounted lights and direct bury cable with base mounted lights and cable in conduit; and 4) Replacing existing signs and Runway 19 and Runway 01 PAPIs (2-box).</p>
<p><b>2. Benefits Anticipated:</b></p> <p>This project will: 1) improve the runway pavement condition by replacing the existing asphalt which is almost 30 years old; 2) grade the safety area to meet FAA design slope requirements; and 3) improve the airfield lighting system.</p>
<p><b>3. Approach:</b> (See approved Scope of Work in Final Application)</p> <p>The runway pavement has a PCI of 64 and the taxiway pavement has a PCI of 62. The pavement has significant block cracking, but does not show signs of alligator cracking, which could indicate problems with the underlying base, subbase and subgrade. Runway 1-19 rehabilitation will remove and replace the existing asphalt, which will be stockpiled for later use by the Sponsor. The existing base course will be re-graded and new base course will be added as required to meet design grades, and new asphalt placed. Re-grading the Runway 1-19 safety area as required will meet FAA design slope requirements. The existing stake mounted lights will be replaced with new LED lights and direct bury cable with base mounted lights and cable in conduit, which will use less power since the entire airport electrical needs are supplied by a solar power system consisting of solar panels, batteries and a backup generator. The existing signs and Runway 19 and Runway 01 PAPIs (2 box) will also be replaced.</p>
<p><b>4. Geographic Location:</b></p> <p>San Juan County, Utah; specifically the Cal Black Memorial Airport.        The geographical reference point for the airport is N 37d 26m 7.1s, W 110d 33m 51.4s</p>
<p><b>5. If Applicable, Provide Additional Information:</b></p> <p>Not Applicable.</p>
<p><b>6. Sponsor’s Representative:</b> (include address &amp; telephone number)</p> <p>Mr. Mack McDonald, San Juan County, 117 South Main, P.O. Box 9, Monticello, UT 84535        Phone: (435)587-3225        E-Mail: mmcdonald@sanjuancounty.org</p>

### CERTIFICATION REGARDING LOBBYING

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>* APPLICANT'S ORGANIZATION</b>	
San Juan County, Utah	
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Prefix: Mr.	* First Name: Willie
Middle Name:	
* Last Name: Grayeyes	Suffix:
* Title: San Juan County Commission Chairman	
<b>* SIGNATURE:</b>	<b>* DATE:</b>

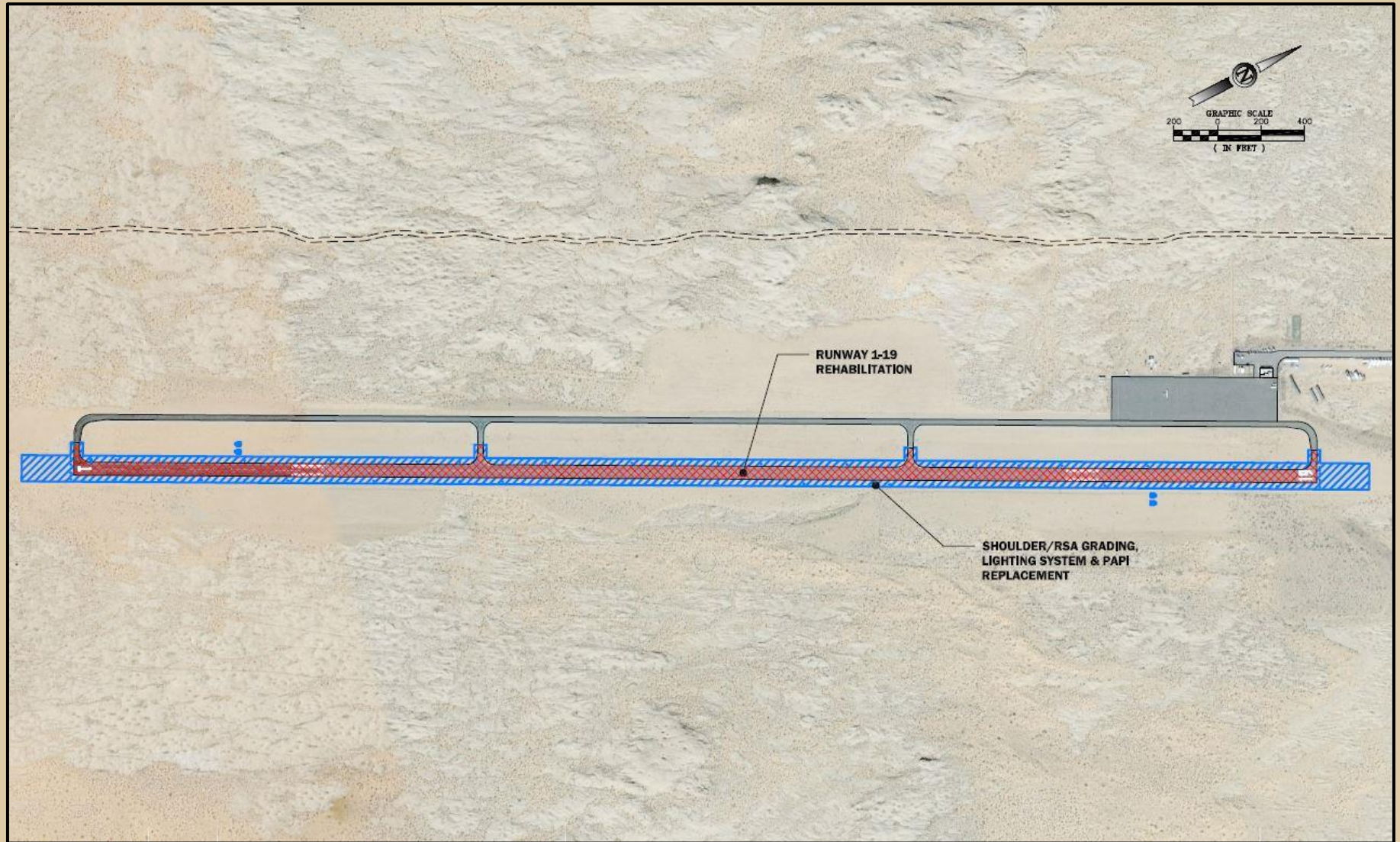


Item No.	Item Description	Unit	SCHEDULE I (FEDERAL) Rehabilitate Runway 1-19			SCHEDULE II (FEDERAL) Replace Runway Lighting System			SCHEDULE III (NON-FEDERAL) Pavement Maintenance		
			Quantity	Engineer's Estimate		Quantity	Engineer's Estimate		Quantity	Engineer's Estimate	
				Unit Cost	Cost		Unit Cost	Cost		Unit Cost	Cost
<b>C-105</b>	<b>MOBILIZATION</b>										
C-105a	Mobilization (10% Maximum)	LS	1	\$ 265,100.00	\$ 265,100.00	1	\$ 57,700.00	\$ 57,700.00	1	\$ 6,300.00	\$ 6,300.00
<b>C-100</b>	<b>Contractor Quality Control Program</b>										
C-100a	Contractor Quality Control Program	LS	1	\$ 200,000.00	\$ 200,000.00						
<b>C-102</b>	<b>TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL</b>										
C-102a	Temporary Erosion Control	LS	1	\$ 15,000.00	\$ 15,000.00		\$ 1.00	\$ -		\$ 1.00	\$ -
<b>P-101</b>	<b>PREPARATION/REMOVAL OF EXISTING PAVEMENTS</b>										
P-101a	Full Depth Pavement Removal, 2.5-inch Nominal Depth	SY	39,600	\$ 4.00	\$ 158,400.00		\$ 4.00	\$ -		\$ 4.00	\$ -
<b>P-151</b>	<b>CLEARING AND GRUBBING</b>										
P-151a	Clearing and Grubbing	AC	20	\$ 2,500.00	\$ 50,000.00		\$ 2,500.00	\$ -		\$ 2,500.00	\$ -
<b>P-152</b>	<b>EXCAVATION, SUBGRADE, AND EMBANKMENT</b>										
P-152a	Subgrade Preparation, Pavement Areas	SY	40,000	\$ 2.00	\$ 80,000.00		\$ 2.00	\$ -		\$ 2.00	\$ -
P-152b	Embankment In Place	CY	7,900	\$ 10.00	\$ 79,000.00						
P-152c	Subgrade Preparation, RSA	SY	52,100	\$ 2.00	\$ 104,200.00		\$ 10.00	\$ -		\$ 10.00	\$ -
<b>P-208</b>	<b>AGGREGATE BASE COURSE</b>										
P-208a	Aggregate Base Course	CY	5,100	\$ 55.00	\$ 280,500.00		\$ 55.00	\$ -		\$ 55.00	\$ -
<b>P-403</b>	<b>ASPHALT MIX PAVEMENT SURFACE COURSE</b>										
P-403a	Asphalt Mixture Surface Course	TON	10,600	\$ 150.00	\$ 1,590,000.00		\$ 150.00	\$ -		\$ 150.00	\$ -
<b>P-603</b>	<b>BITUMINOUS TACK COAT</b>										
P-603a	Emulsified Asphalt Tack Coat	TON	17	\$ 1,500.00	\$ 25,500.00		\$ 1,500.00	\$ -		\$ 1,500.00	\$ -
<b>P-604</b>	<b>SEAL COAT</b>										
P-604a	Coat Tar Seal Coat	SY		\$ 1.50	\$ -		\$ 1.50	\$ -	35,000	\$ 1.50	\$ 52,500.00
<b>P-620</b>	<b>RUNWAY AND TAXIWAY MARKING</b>										
P-620a	Temporary Pavement Markings	SF	13,300	\$ 2.00	\$ 26,600.00		\$ 2.00	\$ -	3,200	\$ 2.00	\$ 6,400.00
P-620b	Permanent Pavement Markings	SF	13,300	\$ 1.00	\$ 13,300.00		\$ 1.00	\$ -	4,800	\$ 1.00	\$ 4,800.00
<b>D-701</b>	<b>PIPE FOR STORM DRAINS AND CULVERTS</b>										
D-701a	18-Inch Metal End Section	EA	6	\$ 400.00	\$ 2,400.00		\$ 400.00	\$ -		\$ 400.00	\$ -
D-701b	24-Inch Metal End Section	EA	6	\$ 500.00	\$ 3,000.00		\$ 500.00	\$ -		\$ 500.00	\$ -
D-701c	9-Inch D50 Riprap	SY	210	\$ 100.00	\$ 21,000.00		\$ 100.00	\$ -		\$ 100.00	\$ -
<b>L-107</b>	<b>AIRPORT WIND CONES</b>										
L-107a	Remove L-807 Windcone, Complete	EA		\$ 1,000.00	\$ -	1	\$ 1,000.00	\$ 1,000.00		\$ 1,000.00	\$ -
L-107b	Install L-807 LED Windcone, Complete	EA		\$ 10,000.00	\$ -	1	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00	\$ -
L-107c	Refurbish Segmented Circle	LS		\$ 5,000.00	\$ -	1	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	\$ -
<b>L-108</b>	<b>UNDERGROUND POWER CABLE FOR AIRPORTS</b>										
L-108a	Install #8 AWG, L-824C, 5000V, Wire	LF		\$ 2.00	\$ -	31,000	\$ 2.00	\$ 62,000.00		\$ 2.00	\$ -
L-108b	Install #6 AWG, Bare Copper Counterpoise Including Ground Rods And Terminations	LF		\$ 2.00	\$ -	14,000	\$ 2.00	\$ 28,000.00		\$ 2.00	\$ -
L-108c	Install #6 AWG Ground Wire	LF		\$ 2.00	\$ -	7,200	\$ 2.00	\$ 14,400.00		\$ 2.00	\$ -
<b>L-109</b>	<b>AIRPORT TRANSFORMER VAULT AND VAULT EQUIPMENT</b>										
L-109a	Install L-828 Constant Current Regulator, 7.5KW, Ferroresonant, Complete	EA		\$ 15,000.00	\$ -	1	\$ 15,000.00	\$ 15,000.00		\$ 15,000.00	\$ -
L-109b	Install S-1 Cutout with Enclosure, Complete	EA		\$ 3,000.00	\$ -	1	\$ 3,000.00	\$ 3,000.00		\$ 3,000.00	\$ -
L-109c	Install L-854 Radio Controller, Complete	EA		\$ 3,000.00	\$ -	1	\$ 3,000.00	\$ 3,000.00		\$ 3,000.00	\$ -
<b>L-110</b>	<b>AIRPORT UNDERGROUND ELECTRICAL DUCT BANKS AND CONDUITS</b>										
L-110a	Install 1-2" Sch. 40 PVC Conduit, Direct Earth Buried (DEB)	LF		\$ 10.00	\$ -	13,250	\$ 10.00	\$ 132,500.00		\$ 10.00	\$ -
L-110b	Install 2-2" Sch. 40 PVC Conduit, Direct Earth Buried (DEB)	LF		\$ 20.00	\$ -	575	\$ 20.00	\$ 11,500.00		\$ 20.00	\$ -





Item No.	Item Description	Unit	SCHEDULE I (FEDERAL) Rehabilitate Runway 1-19			SCHEDULE II (FEDERAL) Replace Runway Lighting System			SCHEDULE III (NON-FEDERAL) Pavement Maintenance		
			Quantity	Engineer's Estimate		Quantity	Engineer's Estimate		Quantity	Engineer's Estimate	
				Unit Cost	Cost		Unit Cost	Cost		Unit Cost	Cost
<b>L-115</b>	<b>ELECTRICAL MANHOLES AND JUNCTION STRUCTURES</b>										
L-115a	Install L-867B Junction Box, Complete	EA		\$ 850.00	\$ -	19	\$ 850.00	\$ 16,150.00		\$ 850.00	\$ -
<b>L-125</b>	<b>INSTALLATION OF AIRFIELD LIGHTING SYSTEMS</b>										
L-125a	Remove Stake Mounted Runway/Taxiway Light, Complete	EA		\$ 100.00	\$ -	54	\$ 100.00	\$ 5,400.00		\$ 100.00	\$ -
L-125b	Remove Base Mounted Runway/Taxiway Light, Complete	EA		\$ 400.00	\$ -	14	\$ 400.00	\$ 5,600.00		\$ 400.00	\$ -
L-125c	Install Base Mounted L-861 LED Runway Edge Light, Complete	EA		\$ 1,250.00	\$ -	56	\$ 1,250.00	\$ 70,000.00		\$ 1,250.00	\$ -
L-125d	Install Base Mounted L-861E LED Runway Threshold Light, Complete	EA		\$ 1,350.00	\$ -	16	\$ 1,350.00	\$ 21,600.00		\$ 1,350.00	\$ -
L-125e	Remove L-858 Guidance Sign, Complete	EA		\$ 1,000.00	\$ -	16	\$ 1,000.00	\$ 16,000.00		\$ 1,000.00	\$ -
L-125f	Install L-858 LED Guidance Sign, Size 1, 2 Module, Complete	EA		\$ 4,000.00	\$ -	10	\$ 4,000.00	\$ 40,000.00		\$ 4,000.00	\$ -
L-125g	Install L-858 LED Guidance Sign, Size 1, 3 Module, Complete	EA		\$ 5,000.00	\$ -	4	\$ 5,000.00	\$ 20,000.00		\$ 5,000.00	\$ -
L-125h	Remove L-881 PAPI System, Complete	EA		\$ 1,500.00	\$ -	2	\$ 1,500.00	\$ 3,000.00		\$ 1,500.00	\$ -
L-125i	Install L-881 LED PAPI System, Complete	EA		\$ 25,000.00	\$ -	2	\$ 25,000.00	\$ 50,000.00		\$ 25,000.00	\$ -
L-125j	Install L-849 LED REIL System, Complete	EA		\$ 20,000.00	\$ -	2	\$ 20,000.00	\$ 40,000.00		\$ 20,000.00	\$ -
L-125k	Remove Stake Mounted Retroreflective Marker, Complete	EA		\$ 50.00	\$ -	28	\$ 50.00	\$ 1,400.00		\$ 50.00	\$ -
L-125l	Install Stake Mounted L-853 Retroreflective Marker, Complete	EA		\$ 250.00	\$ -	35	\$ 250.00	\$ 8,750.00		\$ 250.00	\$ -
<b>SCHEDULE SUBTOTAL</b>					\$ 2,914,000.00			\$ 641,000.00			\$ 70,000.00
<b>TOTAL CONSTRUCTION COST</b>					\$ 3,625,000.00						
<b>REIMBURSABLE AGREEMENT - PAPI FLIGHT CHECK</b>					\$ 20,000.00						
<b>ADMINISTRATIVE COSTS</b>					\$ 6,000.00						
<b>PROJECT TOTAL</b>					\$ 3,651,000.00						



## STANDARD DOT TITLE VI ASSURANCES

**San Juan County, Utah** (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
  - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
  - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
  - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation or the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

**STANDARD DOT TITLE VI ASSURANCES** *(Continued)*

Item 13.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

**DATED** \_\_\_\_\_

**San Juan County, Utah**  
\_\_\_\_\_  
**(Sponsor)**

\_\_\_\_\_  
**Willie Grayeyes,**  
**San Juan County Commission Chairman**

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS****ATTACHMENT 2**

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS  
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

**AIRPORT:** Cal Black Memorial Airport (U96)

**LOCATION:** Halls Crossing, Utah

**AIP PROJECT NO.:** 3-49-0055-018-2021

**STATEMENTS APPLICABLE TO THIS PROJECT**

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near Cal Black Memorial Airport (U96).
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing Cal Black Memorial Airport (U96), and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE:** Willie Grayeyes, San Juan County Commission Chairman

**SPONSORING AGENCY:** San Juan County, Utah

**NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.**

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project; **N/A**
- b. The nature and basis of opposition; **N/A**
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition; **N/A**
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community. **N/A**
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance; **N/A**
- f. Sponsor's plans, if any, to minimize any adverse effects of the project; **N/A**
- g. Benefits to be gained by the proposed development; and **N/A**
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project. **N/A**







### TITLE VI PRE-AWARD SPONSOR CHECKLIST

**Airport/Sponsor:** Cal Black Memorial Airport (U96) / San Juan County, Utah

**AIP #:** 3-49-0055-018-2021

**Project Description(s):** Runway 1-19 Rehabilitation and Lighting Replacement

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.  
 None
  
- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.  
 None (If "None", continue with questions 3 and 4).
  
- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.  
 None
  
- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.  
 None

**To be completed by the Civil Rights Staff**

**Review completed and approved:** \_\_\_\_\_  
Signature

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

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

**Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356.  
 FAX: (425) 227-1009; Phone (425) 227-2009**




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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: San Juan County, Utah

Airport: Cal Black Memorial Airport (U96)

Project Number: A.I.P. 3-49-0055-018-2021

Description of Work: Runway 1-19 Rehabilitation and Lighting Replacement

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes  No  N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes  No  N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
- Yes  No  N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
- Abide by the terms of the statement; and
  - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- Yes  No  N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
- Yes  No  N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
  - Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- Yes  No  N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
- Yes  No  N/A

**Site(s) of performance of work** (2 CFR § 182.230):

**Location 1**

Name of Location: Cal Black Memorial Airport (U96)  
Address: Halls Crossing, Utah

**Location 2 (if applicable)**

Name of Location:  
Address:

**Location 3 (if applicable)**

Name of Location:  
Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            , 2021            .

Name of Sponsor: San Juan County, Utah

Name of Sponsor's Authorized Official: Willie Grayeyes

Title of Sponsor's Authorized Official: San Juan County Commission Chairman

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.




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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor: San Juan County, Utah

Airport: Cal Black Memorial Airport (U96)

Project Number: A.I.P. 3-49-0055-018-2021

Description of Work: Runway 1-19 Rehabilitation and Lighting Replacement

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes  No






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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: San Juan County, Utah

Airport: Cal Black Memorial Airport (U96)

Project Number: A.I.P. 3-49-0055-018-2021

Description of Work: Runway 1-19 Rehabilitation and Lighting Replacement

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes  No  N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes  No  N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes  No  N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes  No  N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes  No  N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes  No  N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes  No  N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes  No  N/A
12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes  No  N/A








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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: San Juan County, Utah

Airport: Cal Black Memorial Airport (U96)

Project Number: A.I.P. 3-49-0055-018-2021

Description of Work: Runway 1-19 Rehabilitation and Lighting Replacement

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes    No    N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes    No    N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
- Yes  No  N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- Yes  No  N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- Yes  No  N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- Yes  No  N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- Yes  No  N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- Yes  No  N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- Yes  No  N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- Yes  No  N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- Yes  No  N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- Yes  No  N/A






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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: San Juan County, Utah

Airport: Cal Black Memorial Airport (U96)

Project Number: A.I.P. 3-49-0055-018-2021

Description of Work: Runway 1-19 Rehabilitation and Lighting Replacement

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes    No    N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes  No  N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes  No  N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes  No  N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - Publicly opened at a time and place prescribed in the invitation for bids; and
  - Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes  No  N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - Plan for publicizing and soliciting an adequate number of qualified sources; and
  - Listing of evaluation factors along with relative importance of the factors.
- Yes  No  N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes  No  N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- Only one qualified person/firm submits a responsive bid;
  - Award is to be made to other than the lowest responsible bidder; and
  - Life cycle costing is a factor in selecting the lowest responsive bidder.
- Yes  No  N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- Access to Records (§ 200.336)
  - Buy American Preferences (Title 49 U.S.C. § 50101)
  - Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
  - Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
  - Occupational Safety and Health Act requirements (20 CFR part 1920)
  - Seismic Safety – building construction (49 CFR part 41)
  - State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
  - U.S. Trade Restriction (49 CFR part 30)
  - Veterans Preference (49 USC § 47112(c))
- Yes  No  N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- Davis-Bacon and Related Acts (29 CFR part 5)
  - Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)
- Yes  No  N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- Yes  No  N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
  - Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
  - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
  - Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- Yes  No  N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes  No  N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            , 2021    .

Name of Sponsor: San Juan County, Utah

Name of Sponsor's Authorized Official: Willie Grayeyes

Title of Sponsor's Authorized Official: San Juan County Commission Chairman

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.






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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor: San Juan County, Utah

Airport: Cal Black Memorial Airport (U96)

Project Number: A.I.P. 3-49-0055-018-2021

Description of Work: Runway 1-19 Rehabilitation and Lighting Replacement

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
 Yes    No    N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes    No    N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
 Yes    No    N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes  No  N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes  No  N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes  No  N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes  No  N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes  No  N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes  No  N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes  No  N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes  No  N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes  No  N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 .

Name of Sponsor: San Juan County, Utah

Name of Sponsor's Authorized Official: Willie Grayeyes

Title of Sponsor's Authorized Official: San Juan County Commission Chairman

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.




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## Real Property Acquisition Airport Improvement Program Sponsor Certification

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Sponsor: San Juan County, Utah

Airport: Cal Black Memorial Airport (U96)

Project Number: A.I.P. 3-49-0055-018-2021

Description of Work: Runway 1-19 Rehabilitation and Lighting Replacement

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.  
 Yes    No    N/A
  
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.  
 Yes    No    N/A
  
3. If property for airport development is or will be leased, the following conditions have been met:
  - a. The term is for 20 years or the useful life of the project;
  - b. The lessor is a public agency; and
  - c. The lease contains no provisions that prevent full compliance with the grant agreement. Yes    No    N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
- Yes  No  N/A
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- Yes  No  N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:
- a. The right of flight;
  - b. The right of ingress and egress to remove obstructions; and
  - c. The right to restrict the establishment of future obstructions.
- Yes  No  N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
  - b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.
- Yes  No  N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- Yes  No  N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- Yes  No  N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement; and
  - b. Supporting documents for settlements included in the project files.
- Yes  No  N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
  - b. Supporting documents for awards included in the project files.

Yes  No  N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

Yes  No  N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            , 2021 .

Name of Sponsor: San Juan County, Utah

Name of Sponsor's Authorized Official: Willie Grayeyes

Title of Sponsor's Authorized Official: San Juan County Commission Chairman

**Signature** of Sponsor's Designated Official Representative: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



**FAA**  
**Airports**

## Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/28/2020

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

NUMBER	TITLE
70/7460-1L Changes 1 - 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design



NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 3/22/2019

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

**SAM Search Results**  
**List of records matching your search for :**

Item 13.

**Search Term : San Juan County\***  
**Record Status: Active**

<b>ENTITY</b>	San Juan, County Of	Status: Active
DUNS: 070018296	+4:	CAGE Code: 3VNH9 DoDAAC:
Expiration Date: 01/15/2022	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 117 S Main		
City: Monticello		State/Province: UTAH
ZIP Code: 84535		Country: UNITED STATES
<b>ENTITY</b>	SAN JUAN, COUNTY OF	Status: Active
DUNS: 603819053	+4:	CAGE Code: 3SGY8 DoDAAC:
Expiration Date: 08/29/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 380 W 100 N		
City: MONTICELLO		State/Province: UTAH
ZIP Code: 84535		Country: UNITED STATES
<b>ENTITY</b>	San Juan, County Of	Status: Active
DUNS: 017330804	+4:	CAGE Code: 5ES73 DoDAAC:
Expiration Date: 05/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 350 Court St #5		
City: Friday Harbor		State/Province: WASHINGTON
ZIP Code: 98250-7901		Country: UNITED STATES
<b>ENTITY</b>	SAN JUAN, COUNTY OF	Status: Active
DUNS: 805894060	+4:	CAGE Code: 52QV5 DoDAAC:
Expiration Date: 09/22/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 96 N 2ND ST		
City: FRIDAY HARBOR		State/Province: WASHINGTON
ZIP Code: 98250-7971		Country: UNITED STATES



## FAA Airports

### ASSURANCES AIRPORT SPONSORS

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#### A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### B. Duration and Applicability.

##### 1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### 2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

#### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

## FEDERAL REGULATIONS

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- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4,5,6</sup>
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1,2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

#### **FOOTNOTES TO ASSURANCE C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.



- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

- Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
  - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
  - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
  - f. If an arrangement is made for management and 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 insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
  - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, 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.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, 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. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. 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 conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge 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.
    - a. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
    - b. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
    - c. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
    - d. It will not exercise or grant any right or privilege which operates 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, repair, and fueling] that it may choose to perform.
    - e. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
    - f. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- g. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### 23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport 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, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### 24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### 25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
  - a. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - b. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.



## 27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied).

## 28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## 29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1) 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 improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.
- The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:
- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source: **“San Juan County, Utah**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
- e. Required Contract Provisions.
- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  - 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  - 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  - 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
  - f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

- reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
  - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
  - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated **February 28, 2020**, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

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 covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs 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 Parts 26 and 23 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 1936 (31 U.S.C. 3801).

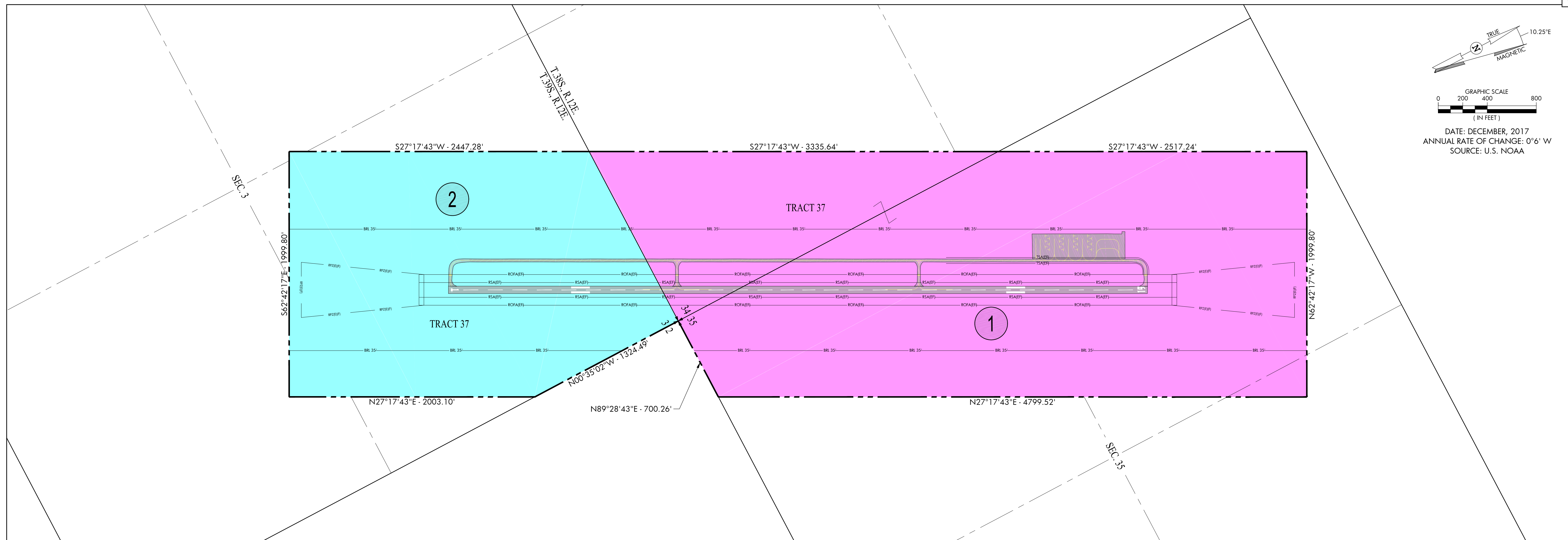
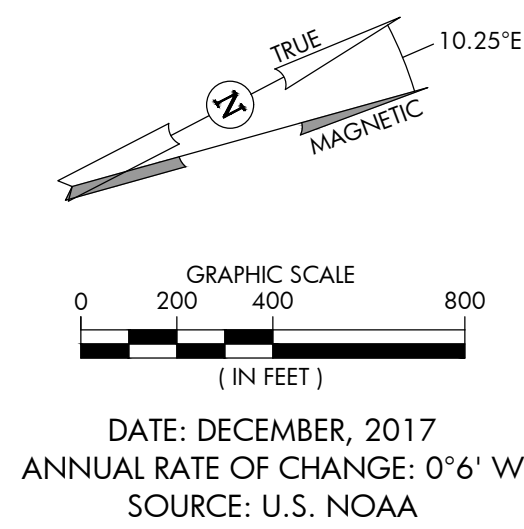
**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



AIRPORT PARCEL DATA									
ID	DESCRIPTION	GRANTOR	GRANTEE	DATE	PATENT NUMBER	INTEREST	ACRES	PURPOSE	NOTES
1	TRACT 37, T.38S., R.12E., SALT LAKE MERIDIAN	US DEPT. OF INTERIOR, BUREAU OF LAND MANAGEMENT	SAN JUAN COUNTY	9/19/1990	43-90-0022	PATENT	244.52	AIRPORT DEVELOPMENT	
2	TRACT 37, T.39S., R.12E., SALT LAKE MERIDIAN	US DEPT. OF INTERIOR, BUREAU OF LAND MANAGEMENT	SAN JUAN COUNTY	9/19/1990	43-90-0022	PATENT	125.90	AIRPORT DEVELOPMENT	

NOTES
1. EXISTING AND FUTURE CONDITIONS SHOWN AS (E)(F)
2. ULTIMATE NOT SHOWN AND DOES NOT REQUIRE FUTURE ACQUISITIONS
3. LAND PATENT FROM BLM (BUREAU OF LAND MANAGEMENT) WAS CONFIRMED ON 1/31/2017

SOURCE
1. THE SITE PLAN AND LINE WORK IS BASED ON THE PLANIMETRIC MAPPING INFORMATION COMPILED BY WOOLPERT IN 2017
2. ALL HORIZONTAL COORDINATES - NAD83/2011 ALL VERTICAL COORDINATES - NAD88
3. EXHIBIT A INFORMATION BASED ON ALP REVISION (2014) COMPILED BY CREAMER & NOBLE ENGINEERS
4. FOR DETAILED PROPERTY INFORMATION CONSULT THE OFFICIAL DEPENDENT RESURVEY OF T.39S., R.12E., AND T.38S., R.12E, SALT LAKE MERIDIAN PERFORMED BY THE UNITED STATES CADASTRAL SURVEYOR RICHARD A. ZANINOVICH, COMPLETED MARCH 1, 1990.

13/09/ALP 2015 (00) PLANS  
T2-109-ALP-ECH/Alan  
Aug 21, 2018 - 9:41am  
Shawn Jones

ISSUE RECORD				
NO.	BY	DATE	DESCRIPTION	
DES: R.L.B.				
DR: R.L.B.				
CH: S.V.B.				
APP: S.V.B.				

THE PREPARATION OF THIS DOCUMENT MAY HAVE BEEN SUPPORTED, IN PART, THROUGH THE AIRPORT IMPROVEMENT PROGRAM FINANCIAL ASSISTANCE FROM THE FEDERAL AVIATION ADMINISTRATION AS PROVIDED UNDER TITLE 49 U.S.C., SECTION 47104. THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THIS AIRPORT LAYOUT PLAN BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED THEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE OR WOULD HAVE JUSTIFICATION IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

**EXHIBIT A - PROPERTY MAP**

AIP PROJ. NO. 3-49-0055-015-2016	JVIATION PROJ. NO. 2016.U96.01	DATE: JUNE 2018
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## COMMISSION STAFF REPORT

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**MEETING DATE:** March 2, 2021

**ITEM TITLE, PRESENTER:** Letter to Director of the Bureau of Land Management requesting the Bureau reject lease offers for the McCracken Mesa area, Commissioner Willie Grayeyes

**RECOMMENDATION:** Approve and Authorize the Letter  
Deny the Letter

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### SUMMARY

Expressing the County's support for Bureau of Land Management's rejection of lease offers for the McCracken Mesa area. These lands are considered aboriginal lands to the Dine` and contain irreplaceable cultural and tradition use area to Dine` and many other Native American peoples.

### HISTORY/PAST ACTION

Many Native American tribal entities, have protested the lease offerings; Navajo Utah Commission and Commissioners Grayeyes and Maryboy have also urged the BLM to not offer oil and gas leases in this sensitive cultural area.

### FISCAL IMPACT

N/A





# SAN JUAN COUNTY COMMISSION

Willie Grayeyes	Chairman
Kenneth Maryboy	Vice-Chair
Bruce Adams	Commissioner
Mack McDonald	Administrator

February 26, 2021

Nada Culver, Director  
Bureau of Land Management  
1849 C St. NW  
Washington, D.C. 20240

Bureau of Land Management  
760 Horizon Dr.  
Grand Junction, CO 81506

Dear Director Culver,

The Board of Commissioners, San Juan County, UT, is concerned about the oil and gas leases that were offered in the greater McCracken Mesa – Akali Ridge – Montezuma Canyon area of southeastern San Juan County, in the Bureau’s September and December 2019 lease sales. As noted in Commissioners Grayeyes’ and Maryboy’s previous letter (June 2019), these leases are located in areas that the Dine` recognize as aboriginal lands. Significant Dine` traditional use areas and cultural sites that would be put at extreme risk of damage and vandalism if the leases are developed in the future.

It is important to note that the Navajo Utah Commission, via Resolution NUCFEB-777-19, objected to the Bureau’s leasing proposals in this area due to the “extreme risk of damage and vandalism” to “sensitive and significant traditional and ancient culture sites” from oil and gas development on the parcels (Resolution attached). The Navajo Utah Commission further expressed concern about the sensitive plants in the lease areas that “are important for Navajo traditional and ceremonial uses” that would be put in harms’ way if the leases were developed.

We understand that these lease sales were protested by several Native American tribes due to this cultural significance of this area to various tribes. We concur that future development of these leases would certainly threaten irreplaceable cultural artifacts and traditional areas important to various Native American tribal entities.

We have recently learned that the Bureau of Land Management has not yet issued these leases, due to the pending protests by various Native American Tribes and others. Based on the above, the San Juan County Commission requests that the Bureau reject the lease offers, return the bid monies received and **not issue the oil and gas leases located in the greater McCracken Mesa – Alkali Ridge – Montezuma Creek area in order**

**to honor Native American cultural values and heritage.** In addition, we request that the Bureau of Land Management not proceed with any future lease sales in the greater McCracken Mesa area, for the reasons discussed above.

Sincerely,

Willie Grayeyes,  
Chairman, San Juan County Commission



**RESOLUTION OF THE  
NAVAJO UTAH COMMISSION  
OF THE NAVAJO NATION COUNCIL**

NUCFEB-777-19

**REQUESTING THE BUREAU OF LAND MANAGEMENT TO PROTECT  
CULTURAL AND NATURAL RESOURCES OF THE NAVAJO ABORIGINAL  
LANDS IN THE MCCRACKEN MESA AREA, INCLUDING ALKALI CANYON, TIN  
CUP MESA, MONUMENT CANYON, SQUAW CANYON, CROSS CANYON AND  
RECAPTURE CANYON & WITHDRAW THE LEASE PARCELS SLATED FOR  
AUCTION IN THE MARCH 2019 LEASE SALE LOCATED IN THE MCCRACKEN  
MESA AREA**

**Whereas:**

1. The Navajo Utah Commission (NUC) is a governmental subdivision of the Navajo Nation and is subject to oversight of the Navajo Nation Council – Naabik'iyá'ti' Committee pursuant to resolution no. NABIAP-21-15; and
2. The Navajo Utah Commission recognizes lands in the McCracken Mesa area, including Alkali Canyon, Tin Cup Mesa, Monument Canyon, Squaw Canyon, Cross Canyon, and Recapture Canyon, as aboriginal land that must be protected from degradation and damages from oil and gas and other mineral exploration and development; and
3. The Navajo Utah Commission is aware that there are numerous undocumented cultural sites in the many canyons, along the canyon rims, and on the mesas near McCracken Mesa, including the areas noted in Paragraph 2, above, including very sensitive sites and very significant traditional and ancient cultural sites, and these sites are at extreme risk of damage and vandalism due to existing and planned oil and gas exploration and development; and
4. The Navajo Utah Commission recognizes there are sensitive plants in and near the canyons and mesas near McCracken Mesa, noted in Paragraph 2 above, that are very important for Navajo traditional and ceremonial uses and Navajo Utah Commission is concerned these plants will be adversely affected by oil and gas exploration and development in this area; and
5. The Navajo Utah Commission's position is that the cultural and natural resources of the McCracken Mesa area, including Alkali Canyon, Tin Cup Mesa, Monument Canyon, Squaw Canyon, Cross Canyon, and Recapture Canyon, should be protected from oil and gas exploration and development impacts; and



**Page 02 of 02**  
**NUCFEB-777-19**

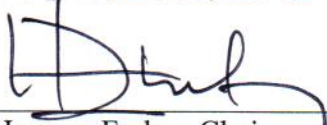
6. The Navajo Utah Commission is aware that the Monticello office of the Bureau of Land Management (BLM) is currently considering an oil and gas lease sale for the McCracken Mesa area scheduled to take place in March 2019; and
7. The Navajo Utah Commission has previously expressed concerns that the Bureau of Land Management should consult with the Navajo Utah Commission in matters that affect cultural and natural resources on public lands in San Juan County, Utah, before issuing decisions on such matters.

**NOW THEREFORE BE IT RESOLVED THAT:**

1. The Navajo Utah Commission hereby requests Monticello BLM withdraw the lease parcels slated for auction in the March 2019 lease sale that are located in the greater McCracken Mesa area, including in and near Alkali Canyon, Tin Cup Mesa, Monument Canyon, Squaw Canyon, Cross Canyon, and Recapture Canyon; and
2. The Navajo Utah Commission hereby resolves that the BLM should support the Navajo Nation Commission in protecting the natural and cultural resources located on federal public lands in San Juan County. To that end the Commission requests that the BLM not proceed with any future lease sales in the greater McCracken Mesa area, including in and near Alkali Canyon, Tin Cup Mesa, Monument Canyon, Squaw Canyon, Cross Canyon, and Recapture Canyon before initiating and completing consultation with the Commission.

**CERTIFICATION**

We, hereby certify that the foregoing resolution was duly considered by Navajo Utah Commission at a duly called meeting in Red Mesa, Utah at which a quorum was present and the same was passed by a vote of 5 in favor, 0 opposed, and 1 abstention, this 12<sup>th</sup> day of February, 2019.

  
 Herman Farley, Chairperson  
 NAVAJO UTAH COMMISSION

MOTION: Henry Steven, Jr.  
 SECOND: Brenda Brown

Chair not voting