



Kent Taylor Civic Hall
200 NE Second Street
McMinnville, OR 97128

City Council Meeting Agenda

Tuesday, August 14, 2018

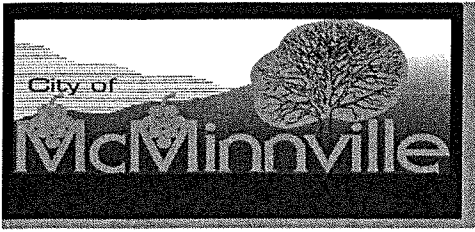
7:00 p.m. – Regular Council Meeting

Welcome! All persons addressing the Council will please use the table at the front of the Council Chambers. All testimony is electronically recorded. Public participation is encouraged. If you desire to speak on any agenda item, please raise your hand to be recognized after the Mayor calls the item. If you wish to address Council on any item not on the agenda, you may respond as the Mayor calls for "Invitation to Citizens for Public Comment."

7:00 PM – REGULAR COUNCIL MEETING – COUNCIL CHAMBERS

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. INVITATION TO CITIZENS FOR PUBLIC COMMENT – *The Mayor will announce that any interested audience members are invited to provide comments. Anyone may speak on any topic other than: a matter in litigation, a quasi-judicial land use matter; or a matter scheduled for public hearing at some future date. The Mayor may limit comments to 3 minutes per person for a total of 30 minutes. Please complete a request to speak card prior to the meeting. Speakers may not yield their time to others.*
4. CONSENT AGENDA
 - a. Consider OLCC Off-Premises Sales license request from McMinnville Grocery Outlet located at 568 N Highway 99W.
 - b. Consider OLCC Limited Off-Premises Sales license request from The Gallery at Ten Oaks, LLC at 801 SW Baker Street.
 - c. Consider OLCC Winery license request from Balanza Vineyard located at 2803 NE Orchard Avenue.
5. RESOLUTIONS
 - a. Resolution No. **2018-43**: A Resolution approving Task Order No. 1 to the Personal Services Contract for the design of the Old Sheridan Road Improvements Project, Project 2017-6.
 - b. Resolution No. **2018-44**: A Resolution accepting the grand offer and authorizing the City Manager to execute an agreement with the Federal Aviation Administration (FAA) for the Airport Improvement Project.
6. ADVICE/ INFORMATION ITEMS
 - a. Reports from Councilors on Committee & Board Assignments
 - b. Department Head Reports
 - c. Cash and Investment Report – May 2018
7. ADJOURNMENT

Kent Taylor Civic Hall is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to the City Recorder (503) 435-5702 or melissa.grace@mcminnvilleregon.gov.



City Recorder Use	
Final Action: _____	
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: McMinnville Grocery Outlet

BUSINESS LOCATION ADDRESS: 568 N Hwy 99W

LIQUOR LICENSE TYPE: Off premises sales, Add partner, 90 day authority

Is the business at this location currently licensed by OLCC

☒ Yes ☐ No

If yes, what is the name of the existing business:

Grocery Outlet McMinnville Inc

Hours of operation: 8 am to 9 pm Sunday - Saturday

Entertainment: N/A

Hours of Music: N/A

Seating Count: N/A

EXEMPTIONS:

(list any exemptions)

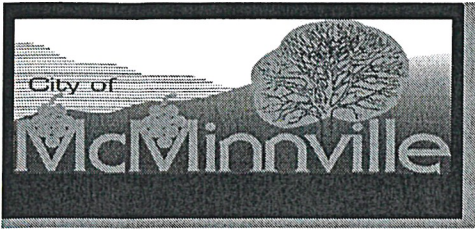
Tritech Records Management System Check: ☒ Yes ☐ No

Criminal Records Check: ☒ Yes ☐ No

Recommended Action: ☒ Approve ☐ Disapprove

Chief of Police / Designee

City Manager / Designee



City Recorder Use	
Final Action: _____	
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: The Gallery at Ten Oaks LLC

BUSINESS LOCATION ADDRESS: 801 SW Baker Street

LIQUOR LICENSE TYPE: ~~Limited on-premises~~ *off-premises*

Is the business at this location currently licensed by OLCC

☒ Yes ☐ No

If yes, what is the name of the existing business:

Hours of operation: Tuesday – Sunday 11 am – 5 pm

Entertainment: Live music/recorded music (Pandora)

Hours of Music: special occasions Saturday or Sunday 3 pm – 5 pm

Seating Count: 4 outdoor

EXEMPTIONS:

(list any exemptions)

Tritech Records Management System Check: ☒ Yes ☐ No

Criminal Records Check: ☒ Yes ☐ No

Recommended Action: ☒ Approve ☐ Disapprove

Chief of Police / Designee

City Manager / Designee



City Recorder Use	
Final Action: _____	
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Balanza Vineyard
BUSINESS LOCATION ADDRESS: 2803 NE Orchard Ave
LIQUOR LICENSE TYPE: Winery

Is the business at this location currently licensed by OLCC

☒ Yes ☐ No

If yes, what is the name of the existing business:

Hours of operation: 8 am – 5 pm Monday-Friday

Entertainment: N/A

Hours of Music: N/A

Seating Count: N/A

EXEMPTIONS:

(list any exemptions)

Tritech Records Management System Check: ☒ Yes ☐ No

Criminal Records Check: ☒ Yes ☐ No

Recommended Action: ☒ Approve ☐ Disapprove

Chief of Police / Designee

City Manager / Designee



City of McMinnville
Community Development Department
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7312

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: July 12, 2017
TO: Jeff Towery, City Manager
FROM: Rich Spofford, Engineering Services Manager
VIA: Mike Bisset, Community Development Director
SUBJECT: Old Sheridan Road Improvement Project Personal Services Contract Award

Council Goal:

Plan and Construct Capital Projects - Continue to plan and implement Transportation Bond improvements.

Report in Brief:

This action is the consideration of a resolution approving Task Order No. 1 to the Personal Services Contract for the design of the Old Sheridan Road Improvements Project, Project 2017-6.

Background:

The Old Sheridan Road Improvements Project is one of the five Capital Improvement Projects identified within the Transportation Bond approved by voters in 2014. Located at the southern limits of town, Old Sheridan Road is currently an existing 2-lane rural corridor with narrow travel lanes, narrow shoulders, and no sidewalks or bike lanes. This project will construct widening and other improvements between Highway 99W and Cypress Lane, including traffic signal upgrades, new turn lanes, bridge reconstruction, bike lanes and pedestrian improvements to improve traffic flow and safety.

Discussion:

On July 25, 2017, the City Council adopted Resolution 2017-54, awarding the Personal Services Contract for the preliminary design of the Old Sheridan Road improvements project to Harper Houf Peterson Righellis Inc. (HHPRI), in the amount of \$284,120.00.

The attached Task Order No. 1 amends the Personal Services Contract to include final design work for the project. Major work tasks for this phase of the work include completion of the final design and construction documents for the proposed improvements, project permitting, property acquisition, and engineering services during construction. The cost for this phase of the work is \$718,704.

Construction of the improvements is targeted for the summer of 2019.

The project is funded by 2014 transportation bond proceeds and is included in the proposed FY18 Transportation Fund (45) budget.

Attachments:

1. Resolution
2. Personal Services Contract Task Order No. 1 scope of work and fee
3. Project Information Sheet

Fiscal Impact:

The project is funded by 2014 transportation bond proceeds and is included in the proposed FY18 Transportation Fund (Fund 45) budget.

Recommendation:

Staff recommends the City Council adopt the attached resolution to award a Personal Services Contract in the amount of \$284,120.00 to Harper Houf Peterson Righellis, Inc. (HHPR) for the first phase of the design of the Old Sheridan Road Improvements Project, Project 2017-6.

RESOLUTION NO. 2018-43

A Resolution approving Task Order No. 1 to the Personal Services Contract for the design of the Old Sheridan Road Improvements Project, Project 2017-6.

RECITALS:

On July 25, 2017, the City Council adopted Resolution 2017-54, awarding the Personal Services Contract for the preliminary design of the of the Old Sheridan Road improvements project to Harper Houf Peterson Righellis Inc. (HHPR), in the amount of \$284,120.00.

The attached Task Order No. 1 amends the Personal Services Contract to include final design work for the project. Major work tasks for this phase of the work include completion of the final design and construction documents for the proposed improvements, project permitting, property acquisition, and engineering services during construction. The cost for this phase of the work is \$718,704.

Construction of the improvements is targeted for the summer of 2019.

The project is funded by 2014 transportation bond proceeds and is included in the proposed FY18 Transportation Fund (45) budget

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMinnville, OREGON, as follows:

1. That Task Order No. 1 to the Personal Services Contract between the City of McMinnville and Harper Houf Peterson Righellis Inc., in the amount of \$718,704, is hereby approved.
2. The City Manager is hereby authorized to execute Task Order No. 1.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a meeting held the 14th day of August 2018 by the following votes:

Ayes: _____

Nays: _____

Approved this 14th day of August 2018.

MAYOR

Approved as to form:

CITY ATTORNEY

TASK ORDER NO. 1
to the
PERSONAL SERVICES CONTRACT
with
Harper Houf Peterson Righellis, Inc.

This Task Order No. 1 amends the personal services contract, dated July 31, 2017, between the City of McMinnville (City) and Harper Houf Peterson Righellis, Inc. (Contractor) for engineering design and construction services.

The parties mutually covenant and agree as follows:

1. STATEMENT OF WORK

The Contractor will provide final design services for the Old Sheridan Road improvements project, as outlined in the attached proposal dated August 2, 2018. The cost for these services is estimated to be \$718,704.

2. EFFECTIVE DATE AND DURATION

This Task Order No. 1 is effective on the date at which it is fully executed, and the expiration date of the Personal Services Contract is extended to December 31, 2019.

3. COMPENSATION

The City agrees to pay the Contractor for actual hours worked and allowable expenses incurred by the Contractor and its agents for accomplishing the work required by this Task Order No. 1, with a total sum not to exceed \$718,704.

4. OTHER CONDITIONS / REQUIREMENTS

The terms and conditions of the original Personal Services Contract remain in full force and effect.

For the Owner:
Approved: _____

By: _____

Title: _____

Date: _____

For the Contractor:
Approved: _____

By: Gar D. Peterson

Title: Principal

Date: August 2, 2018

Exhibit A

Project Statement of Work - DRAFT

Old Sheridan Road Project Hwy 99W to Cypress Lane – Final Engineering August 2, 2018

Ron Peterson, Principal 503-221-1131

Harper Houf Peterson Righellis, Inc.
205 SE Spokane Street, Suite 200
Portland, Oregon 97202
503-221-1131 (general)
503-221-1171 (fax)

SCOPE OF WORK

In order to meet objectives of the City's Transportation System Plan and subsequent approved transportation bond, City of McMinnville proposes to reconstruct the section of SW Old Sheridan Road between Highway 99W and Cypress Lane to include traffic signal upgrades, new turn lanes, bridge reconstruction, bike lanes, and pedestrian improvements to improve traffic flow and safety.

Improvements will include widening to support two 12-foot travel lanes and two 5-foot bike lanes, 5-foot landscape planter strips, and 5-foot sidewalks both sides; pavement rehabilitation; landscaping of planter strip; street lighting improvements; signal upgrade and left turn lane addition at Hwy99; and bridge replacement at the Cozine Creek crossing. Scope of work is based on the 30% plan approval dated February 2018.

The project will require coordination with Yamhill County who currently has jurisdiction of the roadway, ODOT for improvements at Hwy 99, ACE and DSL for wetland and floodplain issues, ODFW, as well as McMinnville Water and Light and franchise utilities within the corridor.

The new drainage facilities will require water quality treatment and detention prior to discharge to Cozine Creek per Slopes V requirements. Cozine Creek floodplain and wetlands will be analyzed and factored into the roadway and bridge improvements.

The purpose of this contract is to provide Final engineering, surveying, traffic engineering, environmental, public involvement, Right of Way Services and construction engineering support.

Schedule: Design work is anticipated to begin in July of 2018 with project bidding in spring of 2019 followed by construction.

TASKS and DELIVERABLES

Task 1 – Management and Administration

Task 1.1 – Project Management and Administration

For the purposes of defining the scope of this task, the duration of the final project design effort is assumed eight months, from August 2018 through March 2019. Construction engineering services are anticipated to be from May 2019 to November 2019. The following items are included:

- Provide the management, and coordination to the consultant team and City management staff.
- Track HHPR's contract costs and budgets on a monthly basis. Prepare monthly invoices. Fifteen (15) invoices are included.
- Prepare monthly summary reports. Fifteen (15) summary reports are included.
- Prepare and administer sub-consultant contracts.
- Maintain the document files.

Task 1.2 – Project Coordination and Meetings

The proposed approach to project coordination during design is to hold project meetings with key project team members and representatives from City of McMinnville and others as needed. HHPR assumes that all meetings, except Project Team Meetings, itemized within this task will be held at the City of McMinnville offices and, therefore, include travel time. Project Team meetings will be held at the HHPR offices. The following items are included within this task:

- Schedule and attend Project Management meetings. Up to six one-hour meetings are included. Attendance by the PIC, Project Manager and Design Engineer at all of the meetings are included. Prepare the meeting agendas and summaries for the Project Management Team meetings. Project Management Team meetings may be held at City offices in conjunction with other meetings or by conference call.
- Schedule and attend Project Team meetings to coordinate the design. Four one-hour meetings attended by the Project Manager and up to four other team members are included. Prepare meeting agendas and summaries for the Project Team meetings.
- Attend design coordination meetings with agencies external to the Project Team, such as McMinnville Water and Light, ODFW and ODOT. Four one-hour meetings attended by the Project Manager and one other team member are included. Prepare meeting agendas and meeting summaries.
- General day-to-day coordination with City of McMinnville and project team members.

Task 1.3 – Project Schedule

- Prepare a project activity schedule for presentation to the City Project Management staff. The schedule will show appropriate milestones for the project including intermediate and final submittal dates for design documents and key decision points.
- Document the completion of tasks listed in the project schedule on a monthly basis.
- Revise the project schedule to reflect major changes in the project schedule. Two revisions to the project schedule are included.

Deliverables:

- Monthly Invoices and Monthly Summary Reports by the end of the month following the completion of services
- Meeting Notes from Kickoff Meeting and Project Team meetings within one week after the meeting
- Draft schedule to be presented at Kickoff Meeting
- Baseline Project Schedule within one week of receipt of City comments to the draft schedule
- Project schedule updates on a monthly basis, to be submitted with Monthly Summary Report
- Two Schedule Revisions, as coordinated with City

Task 2 – Survey

Task 2.1 – Topographic Survey, Easements and Right of Way Exhibits

- Prepare and submit One Call utility locate request to identify existing subsurface utilities on the property frontage. One Call response time may be as much as 10 business days as allowed by law.
- Prepare supplemental topographic survey as required of critical driveway approaches for the purpose of driveway reconstruction design and to establish limits of necessary construction easements.
- Prepare easements and right of way exhibits.

Task 2.2 – Field locate easement/ROW limits

- Field location/staking of easements for TCE/Right of way negotiation.

Task 2.3 – Post Construction Record of Survey

- Prepare and file post construction record of survey with field monumentation.

Deliverables:

- Supplemental Topographic survey and updated project base map in digital format.
- TCE and Right of Way legal descriptions and exhibits.
- Post Construction Record of Survey.

Task 3 – Public Involvement

Task 3.1 – Coordination with City

One public meeting is proposed for this project prior to 60% design completion. HHPR will assist the City with preparation of materials and exhibits related to these public involvement efforts. The City will be responsible for mailing any prepared material and for maintaining a project page on the City's website.

- Coordinate with management team and City community relations specialist regarding public concerns, project impacts and public involvement approach including strategies to involve the public through the design process and identification of key stakeholders and a schedule for outreach efforts.
- Prepare one mailer for City distribution.
- Provide information for City web page updates.

Task 3.2 – Open Houses

The City will be responsible for securing space for the Open House. HHPR will:

- Prepare exhibits, comment forms and other necessary material for one Open House events.
- Attend the Open House to present design concepts and interact with the public.
- Provide a summary of the results of the Open House.

Task 3.3 – Stakeholder Meetings

It may be necessary to have up to two meetings with individual stakeholders groups. HHPR will:

- Prepare exhibits, comment forms and other necessary material for two stakeholder meetings.
- Attend all stakeholder meetings to present design concepts and address questions or concerns.
- Provide a summary of the results of each meeting.

Task 3.4 – Road Closure Detour Public Exhibit

- Prepare information exhibit for Old Sheridan Road construction closure for public mailer.

Deliverables:

- One mailer for City distribution
- Display exhibits, outreach materials, and handout materials for one Open House
- One Open House summary
- Display exhibits, outreach materials, and handout materials for two stakeholder meetings
- Two stakeholder meeting summaries
- Community comment logs
- Road closure exhibit.

Task 4 – Traffic Engineering

4.1 Preliminary Traffic Engineering Design

DKS will prepare Preliminary (60%) plans and cost estimates for the roadway lighting, signing/stripping, traffic signal, and temporary traffic control. Design will be in accordance with applicable City, Yamhill County, ODOT, and MUTCD standards. Temporary traffic control plans will include temporary pedestrian access route (TPAR) details, as required by ODOT.

DKS will complete one site visit to verify the existing traffic signal equipment and existing signing. DKS will also completed the ODOT Preliminary Signal Operations Design forms for the traffic signal modification at OR99W/Old Sheridan Road.

Task 4.1 Deliverables:

- *Preliminary (60%) Plans:*
 - *Roadway Lighting Plans & Details (4 sheets)*
 - *Signing/Stripping Plans & Details (6 sheets)*
 - *Traffic Signal Modification Plans & Details (5 sheets)*
 - *Temporary Traffic Control Plans & Details (5 sheets)*
- *Preliminary (60%) Cost Estimates*

4.2 Advance Traffic Engineering Design

DKS will prepare Advance (90%) plans, special provisions, and cost estimates for the roadway lighting, signing/stripping, traffic signal, and temporary traffic control. Design will incorporate review comments received on the Preliminary (60%) design

Task 4.2 Deliverables:

- *Advance (90%) Plans (Sheets identified in Task 4.1)*
- *Advance (90%) Cost Estimates*

- *Advance (90%) Special Provisions*

4.3 Final Traffic Engineering Design

DKS will prepare Final (100%) plans, special provisions, and cost estimates for the roadway lighting, signing/striping, traffic signal, and temporary traffic control. Design will incorporate review comments received on the advance (90%) design

DKS will complete one site visit to verify the existing traffic signal equipment and existing signing.

Task 4.3 Deliverables:

- *Final (100%) Plans (Sheets identified in Task 4.1)*
- *Final (100%) Cost Estimates*
- *Final (100%) Special Provisions*
- *Responses to Review Comments*

4.4 Bidding Assistance

DKS will assist in responding to questions from bidders during the advertisement period, including associated design revisions. Level of effort for this task will be limited to the hours shown in the budget estimate.

Task 4.4 Deliverables:

- Responses to bidder questions and design revisions in electronic format.

ASSUMPTIONS:

- No traffic signal interconnect is included as part of this scope of services.

4.5 Construction Engineering Support

DKS shall provide traffic engineering support and consultation during construction, which includes the following tasks:

- Attendance at up to three (3) construction site visits at key points during construction, such as foundation excavation, and pole installation.
- Review of contractor submittals and shop drawings for materials related to the signing, striping, lighting, traffic signals, or temporary traffic control design, such as the Blue and Green sheets, pole drawings, and field verification forms.
- Respond to up to ten (10) construction questions or contractor requests for information (RFI) related to the signing, striping, lighting, traffic signal, or temporary traffic control design.
- Completion of up to two (2) design modifications related to the signing, striping, lighting, traffic signal, or temporary traffic control design.
- Assist in review of change orders related to the signing, striping, lighting, traffic signal or temporary traffic control design.
- Review staging, detour, and temporary signing or striping plans provided by the roadway Construction Contractor, if different than plans provided in the bid package.

- Attend one walk-through with City prior to final acceptance by the City. Assist in preparing punch-list items.
- Prepare as-built plans based on markups provided by the contractor and HHPR construction inspection staff.

The scope of traffic engineering construction support is limited to the hours shown in the attached budget.

Task 5 Deliverables:

- Construction site inspections.
- Comments/Approval of material submittals and shop drawings.
- Responses to RFI's and construction questions.
- As-built plans.

Task 5 – Environmental

Task 5.1 Fish Passage Plan

HHPR will prepare and submit a fish passage plan demonstrating compliance with Oregon's fish passage regulations (OAR 635-412-0035) for Oregon Department of Fish and Wildlife (ODFW) approval. Staff will coordinate with ODFW during permitting.

Assumptions:

- The new bridge and roadway will span the OHWM of Cozine Creek;
- Following removal of existing bridge abutments, the banks of Cozine Creek underneath the bridge will be reconstructed to match surrounding banks;
- Work below the OHWM will occur during the in-water work window of July 15th to September 30;
- No additional fieldwork or site visits;
- Comments by agency staff will be minor in extent, editorial in nature, and not require additional fieldwork or analysis.

Deliverables:

- Fish Passage Plan (required plan and profile exhibits, completed fish passage form, and hydraulic report)

Task 5.2 Joint Fill/Removal Permit

HHPR will prepare a Joint Permit Application (JPA) for a US Army Corps of Engineers (USACE) Clean Water Act §404 permit, an Oregon Department of Environmental Quality Clean Water Act §401 Water Quality Certification, and an Oregon Department of State Lands (DSL) Fill/Removal permit. Staff will coordinate with agencies during permitting and provide responses to technical questions.

Assumptions:

- The project will qualify for a Nationwide Permit (NWP), likely a *NWP 14 Linear Transportation Projects*, from USACE;
- DSL will accept out-of-kind mitigation credits from the Mud Slough Mitigation Bank for wetland impacts (no mitigation plan required);
- A brief No Effect Memorandum (not a Biological Assessment) will be required;
- NOAA National Marine Fisheries Service requirements for ESA-listed salmonids will be satisfied via SLOPES V Transportation, Stormwater, and Utilities compliance;
- The JPA will be based on the 60% design. Subsequent changes to the project design will not necessitate significant changes to the JPA;
- The JPA will be submitted after ODFW approval of the fish passage plan.
- One on-site or office meeting not to exceed 6 hours including prep and travel time;
- Comments by agency staff will be minor in extent, editorial in nature, and not require additional field work or analysis; and
- City will pay permit fee.

Deliverables:

- Joint Permit Application (one draft provided electronically to the client, one final for submittal)

TASK 6 – FINAL DESIGN PLANS, SPECIFICATIONS AND ESTIMATES

6.1 Design Coordination

This task includes meetings necessary to ensure concurrence on preferred alternatives at certain stages of design.

- Meet with utility providers following establishment of the preferred alignment to determine utility installation and relocation requirements.
- Conduct 60% and 90% design work sessions with the City/County.

6.2 Preparation of Plans and Specifications and Final Stormwater Report

This task includes services necessary to develop 60%, 90% and (100%) bid sets of plans and specifications.

At a minimum, the plan set should include the following:

- Title Sheet
- Roadway plan and profiles
- Typical sections and Cross Sections Plans
- Roadway details
- Intersection improvements at Hwy 99 to facilitate Old Sheridan Road left turn lane, including required ADA ramp modifications

- Storm water management plan and details
- Bridge design plans and details.
- Roadway Plan and profiles for all retaining walls
- Roadway lighting plans per Task 4.2
- Signal modification plans per Task 4.2
- Landscaping plans including Cozine Creek mitigation plantings
- Signing and Pavement Marking plans per Task 4.2
- Grading, Erosion and sediment control plans
- Construction staging plans
- Temporary protection and direction of traffic plans per Task 4.2
- Final Stormwater Report

Specifications should be prepared based on the 2015 Oregon Standard Specifications for Construction.

- Complete the specification bid assembly request form and eliminate all the non-applicable portions of the special provisions. Prepare Volume II of the project specifications, known as the “special provisions”. Special provisions will be prepared with the 90%, and bid plans.
- Revise and finalize the special provisions based on the comments received and the pay items listed in the cost estimate. The professional of record will seal the applicable section of the special provisions.

6.3 Construction Estimates

- Prepare the quantity calculations and the cost estimate at each design deliverable submittal (60%, 90% and bid). Verify the bid items match the payment in the special provisions and the plans. Maintain backup data for costs and quantities.

6.4 PS&E Review Comments

- Attend formal PS&E review meetings at the completion of the design submittal reviews at the 60%, 90%, and bid phases. Three (3) 2-hour meetings are assumed.
- Create a spreadsheet at the 60% review to document the review comments, recommendations for action, and responses from these submittals. Append the spreadsheet at each subsequent design review.
- Process final permitting through Yamhill County and ODOT.

6.5 QA/QC Review

- Provide internal QA/QC review of the plans prior to the 60% and Final stages of the plan submittal to the City.

6.6 Pre-Bid Services

- Prepare for, attend, and present project design information to prospective bidders at the pre-bid meeting.
- Provide interpretation of construction plans and specifications during the bidding process.
- Provide addendum support. Preparation of up to two addenda is included.

6.7 Construction Engineering Services

- Provide minimal construction oversight support for Civil related roadway, drainage and utilities. Project engineer to be available to assist the City with submittal reviews, RFI's, design questions and change order review.
- Provide full construction management and inspection for bridge including; review of submittals, RFI's, value-engineering requests, change orders and shop drawing reviews. Attend weekly construction meetings and provide oversight of construction and weekly inspection reports. *Assumes 16 weeks of full time inspection for Bridge work.*
- Prepare as-built civil and bridge plans, per Yamhill County/ODOT requirements, based on contractor provided markups, field changes, etc.

Deliverables:

- *Plan sheets as listed in Section 6.2 in full and 11" x 17" Size at 60%, 90% and bid phases.*
- *Structural calculations for bridge and retaining walls.*
- *Special Provisions with the 90%, and bid documents.*
- *Quantity calculations and cost estimate backup with the 60%, 90%, and bid documents.*
- *Utility Contact List with completion of project base map*
- *Preliminary Utility Notification List and Letters with the 60% plan submittal*
- *Final Utility Letters with the 90% plan submittal*
- *Meeting notes.*
- *PS&E comment spreadsheet.*
- *Addenda a minimum of three (3) working days prior to bid opening, as coordinated with City.*
- As-built civil and bridge plans

TASK 7 – RIGHT OF WAY SERVICES

See attached scope and fee proposal for Right of Way acquisition services from Epic Land Solutions Inc. dated July 16, 2018.

TASK 8 – GEOTECHNICAL CONSTRUCTION SERVICES

See attached scope and fee proposal for Geotechnical Construction services from GRI Inc. dated August 1, 2018.

CITY'S RESPONSIBILITIES

The City Shall:

- Coordinate Open Houses including locations, printing of flyers/handouts and refreshments.
- Print informational flyers and announcements and distribute by mail as needed to area residents.
- Pay all associated fees for required applications.
- Make personnel available for necessary meetings.
- Provide timely reviews of documents by qualified personnel.
- Provide bid advertisement and bid document printing services.
- Provide construction management services with the exception of Tasks 4.5, 6.7, and 8.

Epic Land Solutions, Inc.

10300 SW Greenburg Road, Suite 370
Portland, OR 97223

Phone: 503-213-3975
Fax: 503-244-0627

July 16, 2018

Benjamin R. Austin, P.E.
Principal
HARPER HOUF PETERSON RIGHELLIS INC.
205 SE Spokane Street Suite 200
Portland, OR 97202

RE: Scope and Fee Proposal for the Old Sheridan Road project, McMinnville OR

Dear Mr. Austin:

Thank you for providing Epic Land Solutions the opportunity to perform acquisition services for the Old Sheridan Road project. We are excited to work with the project team in providing valuation support, negotiations services, and closing coordination to secure the right of way needed for this project.

Based on the drawing provided to us, it is our understanding that the project will include up to 6 potential files with permanent ROW and TCE and up to 8 files that are TCE only.

Epic's fee for this project is **\$161,325**. Please find attached our scope and fee detail given the project understanding provided and contact me if you have any questions about the attached scope and fee. Thank you again for the opportunity to team with the City, we look forward to working with you.

Sincerely,



Christine Nickerson, SR/WA
Regional Manager

PROJECT UNDERSTANDING

The Old Sheridan Road project is a road improvement project for the City of McMinnville along Old Sheridan Road between 99@/OR18 and Cypress Lane. Acquisition areas should be finalized by the end of this summer, and construction will begin at the beginning of next summer. Funding is local City of McMinnville bond funding. Old Sheridan Road is currently a county road but it is likely that the right of way will be acquired in the City's name. At this time it appears that 14 properties will be impacted with either permanent partial acquisitions with TCEs or with TCEs only.

SCOPE OF SERVICES

The following is the scope of services required to secure the necessary rights for the project.

Scope Item 1: Project Management and Project Team Support:

- Track and manage all budgetary-related aspects of Epic's Scope of Work.
- Ongoing general consultation and project coordination with the client, and project team members, as needed.
- Confer weekly with City/HHPR verbally and/or in writing, as needed, on general status, problem areas and individual negotiations progress. Participate in up to **(2)** Project Development Team Meetings to report on acquisition progress.

Scope Item 2: Appraisal, Appraisal Review, Coordination

When the final alignment has been determined, Consultant will hire an independent certified real estate appraiser to determine the fair market value of any needed real property and easements in accordance with the Federal Uniform Act, ORS and City property purchase policy and hire an independent certified appraiser to review and evaluate the appraisals. In the event the reviewer does not agree with the first appraisal, and the appraiser does not wish to revise the appraisal, a second appraisal may be obtained. Consultant will prepare a Memorandum of Just Compensation and obtain City's agreement to just compensation as determined by the appraisal process.

Scope Item 3: Negotiations and Acquisition (14 Files)

- Establish and maintain a complete and current record file of all ownerships in a form acceptable to the client.
- Receive and analyze title information and legal descriptions in sufficient detail to negotiate with property owners and other parties.
- Prepare all offer letters on City-provided forms in accordance with state or federal regulations and approval of client.
- Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.
- Follow-up and negotiate with property owner, as necessary; prepare and submit recommended settlement justifications to client for review and approval; review any independent appraisal secured by property owner and coordinate reimbursement of appraisal fees (up to \$750) with

client. Ongoing negotiations and settlement discussions will continue until settlement or impasse is determined.

- Prepare and assemble acquisition contracts, deeds, and related acquisition documents, per City-provided templates, required for the acquisition of necessary property interests. Legal descriptions to accompany easements and/or fee interests to accompany partial acquisition deeds are not included in this Scope of Work and are to be provided by the City.
- Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
- Prepare justification memorandum to escalate negotiations to City management where property owner negotiations are not amenable.
- Transmit executed acquisition documents to client. Each transmittal package shall include a fully executed and properly notarized deed(s), easement(s), or permit, fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

Scope Item: Closing Coordination

- Provide City with settlement justification and request for funds to facilitate owner payment.
- Provide City with fully executed acquisition contract and notarized deed upon settlement.
- Coordinate owner payments via escrow or not, with the appropriate City department and deliver funds to property owner and/or their representatives.
- Coordinate and facilitate recordation of conveyance deeds or other required conveyance documents.

Scope Item 6: Eminent Domain Assistance (Contingency Task)

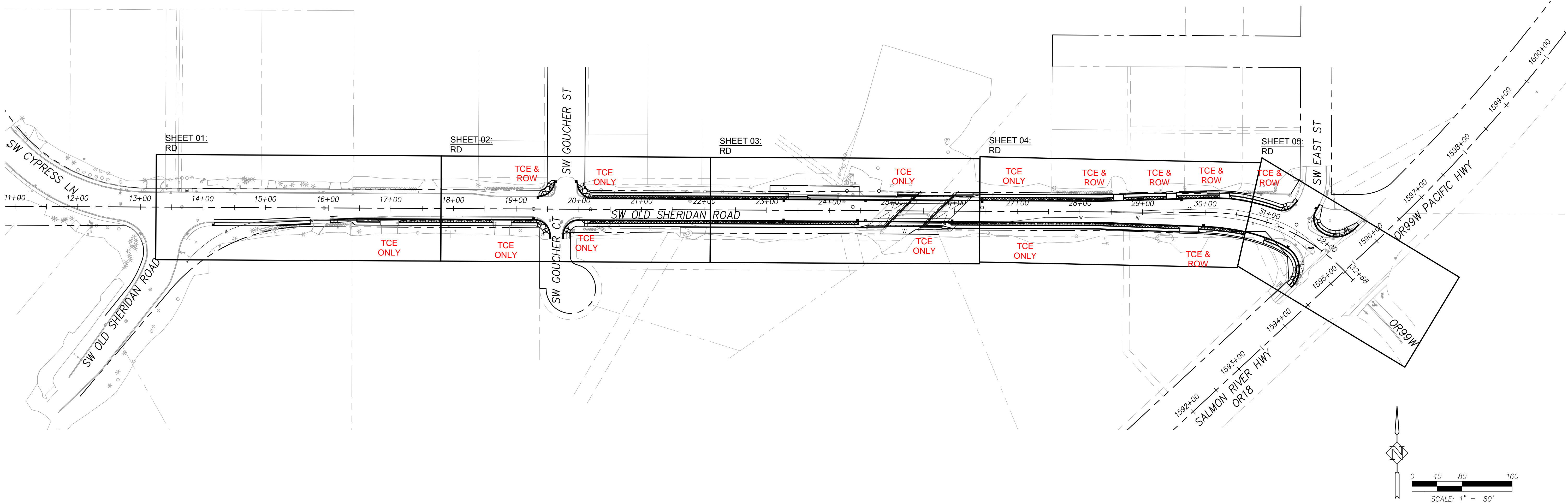
- Prepare transmittal letter to eminent domain counsel requesting proceeding to condemnation.
- Provide eminent domain counsel with available right of way maps, legal descriptions, preliminary title reports and title reviews along with information on how to contact each owner or interest holder.
- Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of the appraisal, offer to purchase, correspondence, acquisition contract, and deed as presented.
- Convert preliminary title reports to litigation guarantees for City's use. Title company fees (based off the value of the interest required) are additional and not a part of this scope and fee proposal.

Page 4

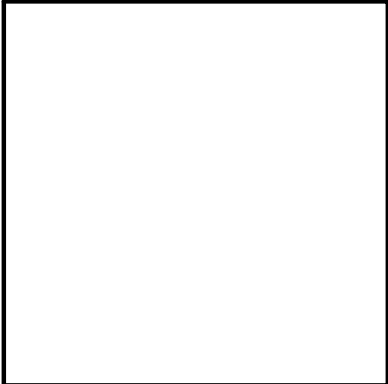
Fee Breakdown

[illegible]

P:\MAC\City of McMinnville\MAC-02 (Old Sheridan Road)\MAC02-DWG\SHEETS\MAC02-G Layout Sheet.dwg



			DESIGNED:	HHPR
			DRAWN:	HHPR
			CHECKED:	HHPR
DATE	NO.	DESCRIPTION	DATE:	2/2018
R E V I S I O N S				



Harper Houf Peterson Righellis Inc.
ENGINEERS*PLANNERS
LANDSCAPE ARCHITECTS*SURVEYORS
205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

SHEET LAYOUT
OLD SHERIDAN ROAD
McMINNVILLE, OREGON

SHEET NO.	G04
JOB NO.	MAC-02

30% PLANS



9750 SW Nimbus Avenue
Beaverton, OR 97008-7172
p | 503-641-3478 f | 503-644-8034

August 1, 2018

6026-A PRO CO SERVICES

Harper Houf Peterson Righellis, Inc.
205 SE Spokane Street, Suite 200
Portland, OR 97202

Attention: Ron Peterson, PE

**SUBJECT: Scope of Work and Budget to Provide Construction Observation Services
SW Old Sheridan Road (99W to Cypress Lane)
McMinnville, Oregon**

At your request, GRI has prepared this scope of work and budget to provide geotechnical construction observation services for the above-referenced project. Our recommendations for design and construction of the project are provided in our March 5, 2018, report to you titled, "Geotechnical and Pavement Investigation, SW Old Sheridan Road (99W to Cypress Lane), McMinnville, Oregon."

The primary purpose of our construction-phase services is to provide you with a source of advice and opinion regarding the suitability of the pile installation and earthwork with respect to the intent of the project plans and specifications. Our personnel will not assume the day-to-day physical direction of the work, nor will they assume responsibility for the safety of the contractor's personnel. Our firm does not guarantee the contractor's performance, but rather looks for general conformance to the intent of the design and the plans and specifications.

SCOPE OF WORK

Our anticipated scope of work will include tasks associated primarily with pile installation and general earthwork. The anticipated work items for each of these tasks are discussed below.

Pile Installation

- 1) review contractor submittals for pile-driving equipment;
- 2) develop recommended parameters for Wave Equation Analysis Program (WEAP);
- 3) review WEAP Analysis developed by the Contractor;
- 4) observe pile installation on a full-time basis;
- 5) observe pile re-strikes during PDA (Pile Driving Analyzer) testing on a part-time basis;
- 6) review and comment on PDA test results; and
- 7) distribute daily field reports as directed on a weekly basis throughout the course of construction, and prepare a summary letter of compliance at the conclusion of the work.

Earthwork

- 1) attend preconstruction meeting, if requested;
- 2) observe and evaluate subgrade preparation for retaining wall and abutment foundations, areas where structural fill will be placed, and pavement subgrades, and identification and removal of soft soils or other unsuitable material;
- 3) evaluate proposed fill materials, proposed compaction equipment, and filling methods;
- 4) evaluate results of field density testing of structural fill, wall backfill, base course, and asphalt completed by others;
- 5) evaluate fill settlement plate data; and
- 6) distribute daily field reports as directed on a weekly basis throughout the course of construction, and prepare a summary letter of compliance at the conclusion of the work.

ASSUMPTIONS

- We estimate a GRI field engineer will be on-site on a full-time basis for three weeks during pile installation. Full-time GRI field engineer assumed at 50 hours/week (including travel time). Part-time GRI field engineer during PDA testing assumed at five site visits at five hours/visit (including travel time).
- We estimate a GRI field engineer will visit the site two to three days a week on a part-time basis for four weeks during site stripping and subgrade preparation. Part-time GRI field engineer assumed at 12 hours/week (including travel time) for four weeks.
- Based on your July 25, 2018, email, we understand reference laboratory testing, field density testing of structural fill, wall backfill, pavement base course, and asphalt will be provided by others. GRI services will not be provided for these items.
- Installation and monitoring of fill settlement plates will be provided by the contractor, with results forwarded to GRI for review.

BUDGET

The following cost estimate for geotechnical services during construction is based on our current understanding of the project. The fee for the above-described work will be computed on a time-and-expenses basis in accordance with our existing agreement and the attached Fee Schedule. Our charges will be, in large part, dependent on the contractors' work schedules and quality of work. We will coordinate with site personnel to effectively schedule our time.

Our estimated charges for the various work items are summarized below.

Pile Installation


Engineering Staff: Full-time during Pile Installation, 150 hrs @ \$120/hr	\$ 18,000
Engineering Staff: Part-time during PDA Testing, 25 hrs @ \$120/hr.....	3,000
Vehicle: 1,300 miles @ \$0.55/mile	715
Review and Project Management: Project Engineer, 8 hrs @ \$170/hr	1,360
Summary Letter	<u>500</u>
Estimated Total During Pile Installation: \$ 23,575	

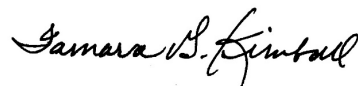
Earthwork

Engineering Staff: Part-time during Earthwork, 48 hrs @ \$120/hr	\$ 5,760
Vehicle: 780 miles @ \$0.55/mile	429
Data Review and Project Management: Project Engineer, 8 hrs @ \$170/hr.....	1360
Summary Letter	<u>500</u>
Estimated Total During Earthwork: \$ 8,049	
Estimated Total Project Budget: \$ 31,624	

We recommend that you budget \$32,000 for our construction-phase services. This amount will not be exceeded without your prior approval. We request that you provide formal authorization for our construction-phase services by signing and returning one copy of this letter. We appreciate the opportunity to be of continued service to you on this project. Please contact the undersigned if you have any questions regarding this correspondence or require additional information.

Submitted for GRI,


A. Wesley Spang, PhD, PE, GE
Principal


Tamara G. Kimball, PE, GE
Senior Engineer

Enclosure: Fee Schedule

I hereby authorize GRI to provide the services described in this letter:

Name

Date

(Please return a copy of this letter and signed authorization to GRI)





9750 SW Nimbus Avenue
Beaverton, OR 97008-7172
p | 503-641-3478 f | 503-644-8034

GRI FEE SCHEDULE

Classification	Rate/Hour
Principal	\$ 220
Associate	\$ 195
Senior Engineer	\$ 170
Senior Geologist	\$ 170
Project Engineer	\$ 150
Project Geologist	\$ 150
Senior Pavement Specialist	\$ 125
Engineering Staff	\$ 120
Geology Staff	\$ 120
Pavement Specialist	\$ 100
Engineering Assistant	\$ 90
Project Accountant	\$ 125
Technical Editor	\$ 120
CAD Operator	\$ 100
Administrative Assistant	\$ 65

Other Direct Costs

Vehicle: Vehicles will be billed at the current IRS business mileage reimbursement rate.

Travel and Subsistence: All charges related to travel will be computed at cost. Subsistence will be computed per current GSA per diem rates.

Reproduction: In-house reproduction, \$0.10 per sheet.

Falling Weight Deflectometer (FWD) Testing: \$295 per hour

FWD Mobilization: \$1.25 per mile

Pavement Core Bit and Patch: \$35 per core

Pavement Coring Mobilization: \$1.00 per mile

Photo Ionization Detection: \$100 per day

Laboratory Testing: See attached schedule if needed.

Reimbursable Expenses: Expenses including outside photographic or reproduction services; equipment rental; field supplies; fees for permits, filings, applications; outside testing firms; postage and freight; etc. will be at cost.

Subcontractor Services: Charges for subcontractor services will be computed at cost plus 10%.

(LAST REVISED 11/9/2017)

Harper Houf Peterson Righellis Inc
Old Sheridan Road - Fee Schedule Worksheet
Final Design - 8/02/2018

Task	CIVIL/STRUCTURAL/LA (HHPR)																				Traffic Engineering (DKS)										Reimb.	Total	
	Principal	Proj. Mgr.	Proj. Eng.	Civil Eng.	Planner	Civil Des.	CAD Tech	Struc. PM	Struc. PE	Bridge Eng.	Struc. Designer	Sr. Scientist	Scientist	Land. Architect	Survey Mgr.	Project Surveyor	Survey Tech	Survey Crew	Graphics Artist	Inspector	Total per Task	Grade 31	Grade 29	Grade 25	Grade 14	Grade 13	Grade 11	Tech P	Total per Task				
Task 1 - Project Management and Administration																					\$23,570.00												
1.1 Project Management and Administration.	8	40																			\$9,400.00	2		8	16			8	\$4,610.00				
1.2 Project coordination and meetings	8	26		26		4				4				4							\$12,200.00												
1.3 Project Schedule	2	8																			\$1,970.00												
Task 2 Supplemental Topographic Survey/Easements/ROW																					\$34,700.00												
2.1 Supplemental Topographic Survey/Legal Desc.															6	30	60	40			\$20,120.00												
2.2 Field Locate Easements																8		24			\$6,000.00												
2.3 Post Construction Record of Survey															2	16	24	16			\$8,580.00										\$400.00		
Task 3 Public Involvement Assistance																					\$9,205.00												
3.1 Coordinate with City Staff		2			8																\$1,580.00												
3.2 Public Open House	2	4	6		6					3										8	\$4,655.00												
3.3 Stakeholder Meetings	2	8																			\$1,970.00												
3.4 Road Closure exhibit																				8	\$1,000.00												
Task 4 Traffic Engineering - DKS Inc.																														\$111,215.00			
4.1 Meetings																												2	\$2,320.00		\$120.00		
4.2 60% PS&E																						2	10	12	40	24	90	12	\$22,790.00		\$40.00		
4.3 90% PS&E																						4	16	32	60	48	140	16	\$38,720.00				
4.3 100% PS&E																						2	8	16	24	20	60	8	\$17,130.00				
4.4 Bidding Assistance																									4	16	8	2	\$3,760.00				
4.5 Construction Engineering Support																						6				110	16	12	\$23,880.00		\$120.00		
Prior Amendment 1 - Goucher Left Turn Analysis																								3	6		12	1	\$2,615.00		\$400.00		
Task 5 Environmental																					\$18,000.00												
5.1 Fish Passage Plan							20					4	22								\$4,940.00												
5.2 Joint Fill/Removal Permit							20					16	84								\$13,060.00												
Task 6 Final Engineering																					\$320,875.00												
6.1 Design Coordination	8	40																			\$9,400.00										\$2,500.00		
6.2 Preparation of Plans and Specifications																																	
60% Plans and Final Storm Report	4	20	40	8		180	120	2	40	80	120			100							\$95,150.00												
90% Plans	2	20	40	8		80	80	2	24	60	100			60							\$64,760.00												
Final Plans	2	10	16	4		16	24	1	8	16	60			20							\$24,305.00												
6.3 Construction Estimates	1	4		16																	\$3,385.00												
6.4 PS&E Review	2	12		8																	\$3,930.00												
6.5 QA/QC Review	1		24																		\$4,425.00												
6.6 Pre Bid Services		4	8				20			4	8										\$5,920.00												
6.7 Construction Engineering Services	8	8	80			80				72										640	\$109,600.00												
Task 7 Right of Way Services (Epic Land Solutions, Inc.)																														\$161,325			
Task 8 Geotechnical Construction Engineering Services (GRI)																															\$31,624		
TOTAL HOURS	50	206	214	70	14	360	284	5	72	239	288	20	110	180	8	54	84	80	16	640		16	34	127	162	210	318	61					
x RATE	225	190	175	150	150	125	105	175	140	165	125	160	100	130	170	150	110	200	125	110		205	195	175	120	115	105	110					
TOTAL COST	\$11,250	\$39,140	\$37,450	\$10,500	\$2,100	\$45,000	\$29,820	\$875	\$10,080	\$39,435	\$36,000	\$3,200	\$11,000	\$23,400	\$1,360	\$8,100	\$9,240	\$16,000	\$2,000	\$70,400	\$406,350	\$3,280	\$6,630	\$22,225	\$19,440	\$24,150	\$33,390	\$6,710	\$115,825	\$196,529	\$718,704		
HHPR Labor																					\$406,350								\$115,825	\$196,529	\$718,704		
DKS Labor																																	

McMinnville Transportation Bond

Old Sheridan Road

99W to Cypress Lane Improvements



Background

In November, 2014, McMinnville voters passed a \$24 million General Obligation Bond measure for street improvements throughout the City. The proposed improvements include a mix of several needed street corridor capital projects; pavement overlay and preservation work on the City's "worst condition" streets; and sidewalk and safety improvements. The projects address existing safety and congestion concerns of importance to the City's citizens and businesses along several busy street corridors.

The program consists of seven projects throughout the City:

- Five Capital Improvement Projects to address traffic congestion and improve safety along several street corridors.
- Street Repair and Repaving Projects on portions of 84 City streets.
- Sidewalk and Pedestrian Safety Projects near schools, parks, other public facilities and in the downtown area.



Old Sheridan Road

This project includes the reconstruction of SW Old Sheridan Road between 99W and Cypress Lane, including possible traffic signal upgrades, new turn lanes, bridge reconstruction, bike lanes and pedestrian improvements to improve traffic flow and safety.

Schedule

Preliminary Design: September 2017 – December 2018

Construction: 2019



For comments or questions, please contact:

Rich Spofford, Engineering Services Manager

231 NE Fifth Street, McMinnville 97128

rich.spofford@mcminnvilleoregon.gov



City of McMinnville
Community Development Department
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7311

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: August 7, 2018
TO: Jeff Towery, City Manager
FROM: Rich Spofford, Engineering Services Manager
VIA: Mike Bisset, Community Development Director
SUBJECT: Apron Rehabilitation Project, Project 2017-10

Council Goal:

Plan and Construct Capital Projects – Continue to plan and use FAA - AIP funds for Airport Improvements.

Report in Brief:

This action is the consideration of a resolution to accept a forthcoming FAA Grant Offer 3-41-0036-018-2018 in the amount of \$253,048.00 for Environmental, Design, and Bidding Services related to the Airport Apron Rehabilitation Project, Project 2017-10.

Background:

On May 8, 2018, the City submitted a Grant Application for the Apron Rehabilitation Project. FAA has approved the application and allocated funds for the work. This project is the next project listed in the Airport Capital Improvement Plan (CIP) list and that is updated on an annual basis with the Federal Aviation Administration (FAA). This project consists of reconstructing approximately 9,345SY of aircraft apron, design apron geometry and size to accommodate 19 current tie down positions, demolition and removal of existing pavement, preparations of a pavement sections design based on the anticipated aircraft using the apron, possible subgrade stabilization, drainage structures and underdrains, shoulder work, pavement markings, and construction of new tie down anchors.

You may recall that at the May 8, 2018 Council meeting, the Council approved Resolution 2018-20, which awarded consulting services for this phase of the project to Century West Engineering Inc.

Discussion:

The attached "Draft" FAA Grant Offer proposes to fund the environmental and design services, surveying, project management, geotechnical investigations, inner agency coordination, FAA reporting, and bidding services for the Apron Rehabilitation Project. This first phase of the project is estimated to cost \$281,205.00. The Grant must be accepted no later than August 17, 2018. Because of the short turnaround time, a draft is being presented but there should not be any substantial changes, if any to the "Final" Grant Offer.

Construction is expected to begin in July of 2019.

Attachments:

1. FAA Grant Offer
2. Resolution
3. Project Map

Fiscal Impact:

The project is funded by a forthcoming FAA-AIP grant offer whereas the FAA funds 90% of the project and the City is responsible for the 10% match which will be funded by an Oregon Department of Aviation (ODA) Critical Oregon Airport Relief (COAR) grant the City was awarded on February 13, 2018. Grant funding will be accounted for in the Airport Fund (Fund 25).

Recommendation:

Staff recommends the City Council adopt the attached resolution to accept the forthcoming FAA Grant Offer 3-41-0036-18-2018 in the amount of \$253,085.00 for Environmental, Design, and Bidding for the Apron Rehabilitation Project, Project 2017-10.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Northwest Mountain Region
Oregon, Washington

FAA SEA ADO
2200 S. 216th Street
Des Moines, WA 98198

August 7, 2018

Mr. Jeff Towery
City Manager
231 NE 5th Street
McMinnville OR, 97128

Dear Mr Towery:

We are enclosing the Grant Offer for Airport Improvement Program (AIP) Project No. 3-41-0036-018-2018 at McMinnville Municipal Airport - McMinnville, Oregon. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than August 17, 2018, in order for the grant to be valid.
 - The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
 - All signatures must be made with blue or black ink; Signature stamps will not be accepted.
- You may not make any modification to the text, terms or conditions of the grant offer.
- After you properly execute the grant agreement:
 - Return one executed copy of the Grant Agreement via email in PDF form prior to sending the hardcopy my mail.
 - Return one executed original Grant Agreement to our office via US mail or commercial courier.
 - Retain one copy of the executed Grant Agreement for your records.
 - Forward one copy of the executed Grant Agreement to your associated State Aviation Official.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses**

consistent with project progress. Should you fail to make draws on a regular basis, your grant may be placed in “inactive” status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Ben Dahle, (206) 231-4132, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Jason Ritchie
Manager – Acting
Seattle Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I—OFFER

Date of Offer	<u>August 7, 2018</u>
Airport/Planning Area	<u>McMinnville Municipal Airport – McMinnville, Oregon</u>
AIP Grant Number	<u>3-41-0036-018-2018 (Contract Number: DOT-FA18NM-0041)</u>
DUNS Number	<u>08-525-6625</u>
TO:	<u>City of McMinnville</u> (herein called the “Sponsor”)(For Co-Sponsors, list all Co-Sponsor names. The word “Sponsor” in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the “FAA”)

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 8, 2018, for a grant of Federal funds for a project at or associated with the McMinnville Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the McMinnville Municipal Airport (herein called the “Project”) consisting of the following:

Reconstruct main apron (phase-1 design)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as “the Act”), the representations contained in the Project Application, and in consideration of (a) the Sponsor’s adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor’s acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$253,084.
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 - \$0 for planning
 - \$253,084 airport development or noise program implementation; and,
 - \$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
5. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 17, 2018, or such subsequent date as may be prescribed in writing by the FAA.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any

settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 9. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

10. System for Award Management (SAM) Registration And Universal Identifier.

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

- 11. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

- 12. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 13. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

- 14. Maximum Obligation Increase For Primary or Non-Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent for land project.

- 15. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal

Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

16. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

17. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

18. Exhibit "A" Property Map. The Exhibit "A" Property Map dated March 19, 1990, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

19. Employee Protection from Reprisal.

- A. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
- 3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- 5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
- 6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

20. Design Grant. This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

21. Grant Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of this grant is based on the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor understands that:

- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
- c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Jason Ritchie

Acting-Manager, Seattle Airports District Office

DRAFT

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

(Name of Sponsor)

By:

(Signature of Sponsor's Authorized Official)

(Typed Name of Sponsor's Authorized Official)

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- d. 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.
- e. 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.
- f. 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:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- 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.¹
- 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 V 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.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- 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.¹
- 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.²
- 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

- a. Executive Order 11246 - Equal Employment Opportunity¹
- 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 Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- 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].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 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.¹
- 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.¹
- 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).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- 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.^{1, 2}
- 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.¹

- 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 –Governmentwide 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

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.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 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.
- ⁴ 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.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ 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. 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. 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 nonaviation 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.
 - a.) 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:

"The **(Name of Sponsor)**, 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.

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 with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 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 January 24, 2017 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 DBE and 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.



FAA Airports

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

Updated: 2/20/2018

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
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
150/5100-13B	Development of State Standards for Nonprimary Airports
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
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
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	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
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	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
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	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
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
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
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying 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
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 2/20/2018

NUMBER	TITLE
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 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

RESOLUTION NO. 2018-44

A Resolution accepting the grand offer and authorizing the City Manager to execute an agreement with the Federal Aviation Administration (FAA) for the Airport Improvement Project.

RECITALS:

The Federal Aviation Administration (FAA) approved our application for a grant to fund the improvement project at the airport. This grant offer is for \$253,084.00. The FY18/19 Budget contains a project in the Airport Fund (25) to begin environmental, design, and bidding work related to the Apron Rehabilitation. This will be the first of two FAA Airport Improvement Project (AIP) Grants (discretionary and non-discretionary funds) that will fund the project. 90% of this project is Federally funded with a 10% match with City funds which is from an Oregon Department of Aviation Critical Oregon Airport Relief (COAR) Grant awarded to the City.

This project consists of reconstructing approximately 9,345SY of aircraft apron, design apron geometry and size to accommodate 19 current tie down positions, demolition and removal of existing pavement, preparations of a pavement sections design based on the anticipated aircraft using the apron, possible subgrade stabilization, drainage structures and underdrains, shoulder work, pavement markings, and construction of new tie down anchors.

The FAA has prepared a Grant Offer (3-41-0036-018-2018) to the City that is forthcoming.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMinnville, OREGON, as follows:

1. The City Manager is hereby authorized and directed to execute the forthcoming Grant Offer with the Federal Aviation Administration for the City of McMinnville Airport Improvement Project in the amount of \$253,085.00.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 14th day of August 2018 by the following votes:

Ayes: _____

Nays: _____

Approved this 14th day of August 2018.

MAYOR

Approved as to form:

CIP DATA SHEET

AIRPORT	LOCID
PROJECT DESCRIPTION	LOCAL PRIORITY PLANNED YEAR TO CONSTRUCT

SKETCH:



JUSTIFICATION:

COST ESTIMATE:

ADMINISTRATION: \$	1. Construction	\$	4	\$
ENGINEERING: \$	2	\$	5	\$
INSPECTION: \$	3	\$	TOTAL:	\$

Federal (%) \$	State \$	Local (%) \$
SPONSOR VERIFICATION: For each and every project as applicable	Date (see instruction sheet or attached comments for more information) <ul style="list-style-type: none"> -Date of approved ALP with project shown -Date of environmental determination (ROB, FONSI, CatEx) -Date of land acquisition or signed purchase agreement -Date of pavement maintenance program -Date of Benefit Cost Analysis (BCA) as required 	

SPONSOR'S SIGNATURE: DATE: _____

PRINTED NAME: _____ TITLE: _____

PHONE NUMBER: _____ EMAIL: _____

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$

CITY OF MCMINNVILLE - CASH AND INVESTMENT BY FUND
May 2018

FUND #	FUND NAME	GENERAL OPERATING		TOTAL
		CASH IN BANK	INVESTMENT	
01	General	\$1,327,662.10	\$7,183,231.26	\$8,510,893.36
05	Special Assessment	229.78	147,618.82	147,848.60
07	Transient Lodging Tax	240.39	4,000.00	4,240.39
10	Telecommunications	817.26	1,030.00	1,847.26
15	Emergency Communications	446.95	87,094.81	87,541.76
20	Street (State Tax)	775.84	1,871,299.47	1,872,075.31
25	Airport Maintenance	417.50	192,749.03	193,166.53
40	Public Safety Facility Construction	109.82	2,805.24	2,915.06
45	Transportation	240.33	12,472,155.82	12,472,396.15
50	Park Development	377.44	1,250,470.89	1,250,848.33
58	Urban Renewal	393.84	293,860.73	294,254.57
59	Urban Renewal Debt Service	32.77	300,211.51	300,244.28
60	Debt Service	827.36	1,132,379.20	1,133,206.56
70	Building	30.57	1,280,500.00	1,280,530.57
75	Sewer	350.38	1,319,937.76	1,320,288.14
77	Sewer Capital	567.25	23,882,103.65	23,882,670.90
79	Ambulance	528.06	(179,164.72)	(178,636.66)
80	Information Systems & Services	364.63	207,713.61	208,078.24
85	Insurance Reserve	771.55	1,829,290.54	1,830,062.09
CITY TOTALS		1,335,183.82	53,279,287.62	54,614,471.44

MATURITY DATE	INSTITUTION	TYPE OF INVESTMENT	INTEREST	CASH VALUE
			RATE	
N/A	Key Bank of Oregon	Checking & Repurchase Sweep Account	0.20%	\$ 1,335,183.82
N/A	Key Bank of Oregon	Money Market Savings Account	0.02%	7,005,370.21
N/A	State of Oregon	Local Government Investment Pool (LGIP)	2.10%	33,947,057.57
N/A	State of Oregon	Park Improvement Bonds (LGIP)	2.10%	679,530.21
N/A	State of Oregon	Transportation Bond (LGIP)	2.10%	10,615,072.17
N/A	State of Oregon	Urban Renewal Loan Proceeds (LGIP)	2.10%	425,356.27
N/A	MassMutual Financial Group	Group Annuity	3.00%	606,901.19
				<u>\$ 54,614,471.44</u>