

Kelso City Council Agenda

Regular Meeting, 6:00 pm
July 19, 2016
City Hall, Council Chambers
203 South Pacific
Kelso, WA 98626



**Special accommodations for the handicapped and hearing impaired are available
by special arrangement through the City Clerk's Office at 360-423-0900**

Roll Call to Council Members:

Invocation:

Brian Cummings from New Song

1. Approve Minutes:

1.1. July 5, 2016 – Regular Meeting

2. Consent Item:

2.1. Auditing of Accounts

3. Citizen Business:

4. Council Business:

- 4.1. Contract Award – Sullivan Hangar Demolition Project
- 4.2. FAA Grant – Airport Improvement Project
- 4.3. Appointments – City Charter Amendment Pros and Cons Committees

5. Action/Motion Items:

- 5.1. Ordinance, 1st Reading
 - 5.1.1. Amending KMC 13.04.160, Water Service Outside City Limits

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5.2. Ordinance, 2nd Reading

5.2.1. Conveyance of Real Property to Davis Terrace Water Association

Other Items:

- City Manager Report
- Staff/Dept Head Reports
- Council Reports
- Other Business
- Executive Session

Pastor Marv Kasemeier from New Song gave the invocation. Mayor David Futcher led the flag salute. Mayor Futcher called the Regular Meeting of the Kelso City Council to order. Councilmembers in attendance were Jim Hill, Todd McDaniel, Rick Roberson, David Futcher, Kim Lefebvre, Nancy Malone, and Larry Alexander.

Minutes: Upon motion by Councilmember Lefebvre, seconded by Councilmember Malone, 'Approve the Minutes of the 6/28/16 Special Meeting and the 6/21/16 Regular Meeting.' Councilmember Roberson commented that on his report at the 6/21/16 Regular Meeting, he stated that he was referring to the Southwest Economic Development Council (SWEDC) and not the SWEAT Program. With the correction noted to the minutes, motion carried, all voting yes.

PRESENTATIONS:

Police Department: Chief of Police Andrew Hamilton presented retired police officer Mike Meier with a retirement badge for his 30 plus years of service in the Kelso Police Department.

Homeless Youth Facilities Grant Request: Housing Opportunities of SW Washington Chief Executive Officer Christina Pegg and JANUS Youth Programs Executive Director Dennis Morrow spoke about the Office of Homeless Youth grant opportunities. They asked that the Council provide a letter of support to supplement their grant application for an outreach program and two facilities. The Council gave direction to the Staff to draft a letter of support.

PUBLIC HEARING:

Six Year Transportation Improvement Program 2017-2022: Mayor Futcher opened the public hearing at 6:38 p.m. Community Development Director/City Engineer Mike Kardas provided an overview highlighting the larger projects in the six-year plan. There being no comment from the public, Mayor Futcher closed the public hearing at 6:51 p.m.

CITIZEN BUSINESS: None

MOTION ITEMS:

Resolution No. 16-1160 – Six Year Transportation Program 2017-2022: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Malone, seconded by Councilmember Lefebvre, 'Pass Resolution No. 16-1160, 'A RESOLUTION OF THE CITY OF KELSO, COWLITZ COUNTY, WASHINGTON, ADOPTING AN AMENDMENT TO THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR CONSTRUCTION OF STREET IMPROVEMENTS.' Motion passed, all voting yes.

Resolution No. 16-1161 – City Charter Amendment relating to Councilmember and Council Residency Requirements:

The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Lefebvre, seconded by Councilmember McDaniel, 'Pass Resolution No. 16-1161, 'A RESOLUTION OF THE CITY OF KELSO, WASHINGTON, PROVIDING FOR THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF KELSO AND TRANSMISSION TO THE COWLITZ COUNTY AUDITOR FOR THE GENERAL ELECTION TO BE HELD ON TUESDAY NOVEMBER 8, 2016, A PROPOSITION AUTHORIZING A CITY CHARTER AMENDMENT RELATED TO COUNCILMEMBER AND COUNCIL CANDIDATE RESIDENCY REQUIREMENTS.' Motion passed, all voting yes.

Resolution No. 16-1162 – City Charter Amendment relating to Councilmember Vacancies:

The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Roberson, seconded by Councilmember McDaniel, 'Pass Resolution No. 16-1162, 'A RESOLUTION OF THE CITY OF KELSO, WASHINGTON, PROVIDING FOR THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF KELSO AND TRANSMISSION TO THE COWLITZ COUNTY AUDITOR FOR THE GENERAL ELECTION TO BE HELD ON TUESDAY NOVEMBER 8, 2016, A PROPOSITION AUTHORIZING A CITY CHARTER AMENDMENT RELATED TO COUNCILMEMBER VACANCIES.' Motion passed, all voting yes.

Resolution No. 16-1163 – City Charter Amendment relating to City Manager Provisions:

The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Hill, 'Pass Resolution No. 16-1163, 'A RESOLUTION OF THE CITY OF KELSO, WASHINGTON, PROVIDING FOR THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF KELSO AND TRANSMISSION TO THE COWLITZ COUNTY AUDITOR FOR THE GENERAL ELECTION TO BE HELD ON TUESDAY NOVEMBER 8, 2016, A PROPOSITION AUTHORIZING A CITY CHARTER AMENDMENT RELATED TO CITY MANAGER PROVISIONS.' Councilmembers Hill, McDaniel, Roberson, Futch, and Lefebvre voted yes. Councilmembers Malone and Alexander voted no. Motion passed, 5 to 2.

Resolution No. 16-1164 – City Charter Amendments relating to Administrative Provisions:

The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Lefebvre, 'Pass Resolution No. 16-1164, 'A RESOLUTION OF THE CITY OF KELSO, WASHINGTON, PROVIDING FOR THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF KELSO AND TRANSMISSION TO THE COWLITZ COUNTY AUDITOR FOR THE GENERAL ELECTION TO BE HELD ON TUESDAY NOVEMBER 8, 2016, A PROPOSITION AUTHORIZING A CITY CHARTER AMENDMENT RELATED TO ADMINISTRATIVE PROVISIONS.' City Attorney Janean Parker commented that there are required publications for the upcoming ballot measures. City Manager Taylor commented that the Staff would be working on forming pros and cons

committees. Councilmembers, Hill, McDaniel, Roberson, Futcher, Lefebvre, and Alexander voted yes. Councilmember Malone voted no. Motion passed, 6 to 1.

Ordinance No. (1st Reading) – Conveyance of Real Property to the Davis Terrace Water Association: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Hill, ‘Pass on 1st reading, ‘AN ORDINANCE OF THE CITY OF KELSO CONVEYING REAL PROPERTY, PARCEL NOS. 24337 AND 24334 TO THE DAVIS TERRACE WATER ASSOCIATION,’ motion carried, all voting yes.

MANAGER’S REPORT:

Steve Taylor: Announced that there will be a closed meeting after the regular meeting to discuss issues relating to a collective bargaining agreement. The city attorney was not present.

COUNCIL REPORTS:

Larry Alexander: No report.

Nancy Malone: No report.

Kim Lefebvre: No report.

Rick Roberson: Reported on the Cowlitz Wahkiakum Council of Governments Board and the Southwest Economic Development Council meetings he recently attended.

Todd McDaniel: No report.

Jim Hill: 1) Reported on the South Kelso Project Group meeting he recently attended. 2) Commented that the Housing Authority is seeking funding assistance to provide washers and dryers for a couple their housing facilities.

David Futcher: No report.

There being no further business, Mayor Futcher adjourned the meeting at 7:20 p.m.

MAYOR

CITY CLERK

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Award Contract for Sullivan Hangar Demolition
and Removal Project
Projects: 571503

Agenda Item: _____

Dept. of Origin: Engineering Department

For Agenda of: July 19, 2016

PRESENTED BY:

Steve Taylor
City Manager

Cost of Item: _____

City Manager: Steve Taylor

AGENDA ITEM ATTACHEMENTS:

Bid Tabulation

SUMMARY STATEMENT:

This project consists of the demolition and removal of five hangar buildings, removal of two taxiways, and restoration of the site with topsoil and seeding.

FINANCIAL SUMMARY:

This project is funded by a 90% FAA Grant, 5% WSDOT Grant, 5% City Match. The amount bid for this project is \$124,624.83 below the Engineer's Estimate of \$265,888.44

RECOMMENDED ACTION:

Staff recommends that the City Council award the above-referenced project to the lowest bidder, Anderson Environmental Contracting, LLC. The total award is for \$141,263.61 including sales tax.



**Sullivan Hangar Demolition and Removal
 BID TABULATION
 June 30, 2016; 2 p.m.**

BID SUMMARY

	<u>Engineer's Estimate</u>	<u>Anderson Environmental Contracting, LLC</u>	<u>Brookhart Excavation, LLC</u>	<u>PCR, Inc.</u>	<u>Nutter Corporation</u>	<u>3 Kings Environmental, Inc.</u>	<u>Conway Construction Company</u>	<u>NOVA Contracting, Inc.</u>
	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
Total Basic Bid	265,888.44	141,263.61	166,509.00	180,846.54	198,288.22	219,742.48	289,896.30	357,636.60

Basic Bid: Sullivan Hangar Demolition and Removal

	Qty	Unit	<u>Engineer's Estimate</u>		<u>Anderson Environmental Contracting, LLC</u>		<u>Brookhart Excavation, LLC</u>		<u>PCR, Inc.</u>		<u>Nutter Corporation</u>		<u>3 Kings Environmental, Inc.</u>		<u>Conway Construction Company</u>		<u>NOVA Contracting, Inc.</u>	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1 A-01 35 00 FOD Prevention Control	1	LS	1,500.00	1,500.00	4,255.00	4,255.00	3,000.00	3,000.00	1,000.00	1,000.00	500.00	500.00	500.00	500.00	7,500.00	7,500.00	2,000.00	2,000.00
2 A-01 35 13 Traffic Control	1	LS	2,500.00	2,500.00	4,255.00	4,255.00	a 6,660.00	6,660.00	10,000.00	10,000.00	1,000.00	1,000.00	3,000.00	3,000.00	25,805.00	25,805.00	6,000.00	6,000.00
3 A-01 45 00 Contractor Quality Control	1	LS	5,000.00	5,000.00	3,559.00	3,559.00	1,800.00	1,800.00	1,500.00	1,500.00	1,000.00	1,000.00	500.00	500.00	3,500.00	3,500.00	1,000.00	1,000.00
4 A-01 22 00 Mobilization	1	LS	25,000.00	25,000.00	1,753.00	1,753.00	4,511.00	4,511.00	15,000.00	15,000.00	18,000.00	18,000.00	11,000.00	11,000.00	26,500.00	26,500.00	34,000.00	34,000.00
5 A-01 35 00 Utility Locate	1	LS	2,000.00	2,000.00	455.00	455.00	960.00	960.00	100.00	100.00	2,423.20	2,423.20	500.00	500.00	5,000.00	5,000.00	2,000.00	2,000.00
6 A-01 35 00 Trench Excavation Safety Provisions	1	LS	0.00	0.00	0.00	0.00	300.00	300.00	1.00	1.00	1.00	1.00	100.00	100.00	1.00	1.00	100.00	100.00
7 P-03 81 30 Asphalt Pavement Sawcutting	1	LS	250.00	250.00	279.00	279.00	255.00	255.00	250.00	250.00	1,000.00	1,000.00	300.00	300.00	1,500.00	1,500.00	2,000.00	2,000.00
8 P-03 81 30 Asphalt Pavement Removal and Disposal	28,570	SF	0.75	21,427.50	0.62	17,713.40	0.40	11,428.00	0.60	17,142.00	1.00	28,570.00	0.85	24,284.50	0.55	15,713.50	2.60	74,282.00
9 P-03 81 30 Concrete Pavement Removal and Disposal	410	SF	2.00	820.00	7.69	3,152.90	36.00	14,760.00	1.00	410.00	2.00	820.00	2.00	820.00	2.50	1,025.00	40.00	16,400.00
10 P-156 Straw Wattles	960	LF	5.00	4,800.00	4.08	3,916.80	4.00	3,840.00	3.25	3,120.00	3.00	2,880.00	5.50	5,280.00	3.65	3,504.00	5.00	4,800.00
11 P-156 Installation and Removal of Silt Fence	1,075	LF	5.00	5,375.00	5.83	6,267.25	6.00	6,450.00	2.00	2,150.00	3.00	3,225.00	4.00	4,300.00	3.50	3,762.50	5.00	5,375.00
12 P-156 Gravel Construction Entrance	1	EA	3,000.00	3,000.00	2,517.05	2,517.05	3,600.00	3,600.00	700.00	700.00	3,500.00	3,500.00	7,500.00	7,500.00	5,000.00	5,000.00	4,300.00	4,300.00
13 P-02 41 00 Building Demolition	21,200	SF	5.50	116,600.00	1.73	36,676.00	2.47	52,364.00	3.80	80,560.00	4.00	84,800.00	4.00	84,800.00	5.50	116,600.00	3.80	80,560.00
14 P-02 41 00 Security Fence Removal and Restoration	1	LS	5,000.00	5,000.00	1,356.00	1,356.00	3,500.00	3,500.00	2,000.00	2,000.00	4,000.00	4,000.00	3,000.00	3,000.00	2,500.00	2,500.00	3,000.00	3,000.00
15 P-31 20 00 Structural Fill	608	Ton	18.00	10,944.00	26.29	15,984.32	22.00	13,376.00	26.00	15,808.00	1.00	608.00	18.50	11,248.00	30.00	18,240.00	27.00	16,416.00
16 P-31 20 00 Site Grading	49,710	SF	0.15	7,456.50	0.31	15,410.10	0.10	4,971.00	0.05	2,485.50	0.10	4,971.00	0.40	19,884.00	0.25	12,427.50	1.20	59,652.00
17 T-901 Seeding Re-graded Areas	1	AC	8,000.00	9,120.00	1,808.91	2,062.16	6,000.00	6,840.00	1,600.00	1,824.00	3,300.00	3,762.00	6,534.00	7,448.76	2,600.00	2,964.00	4,000.00	4,560.00
18 T-901 Restoration of Areas Disturbed by Construction Activities	1	AC	10,000.00	12,600.00	1,801.00	2,269.26	6,000.00	7,560.00	2,000.00	2,520.00	9,000.00	11,340.00	10,000.00	12,600.00	4,000.00	5,040.00	1,000.00	d 1,260.00
19 T-905 Topsoiling (furnished from off site)	320	CY	40.00	12,800.00	27.87	8,918.40	25.00	8,000.00	34.00	10,880.00	35.00	11,200.00	20.00	6,400.00	37.00	11,840.00	42.00	13,440.00
Total Basic Bid			246,193.00		130,799.64		154,175.00		167,450.50		183,600.20		203,465.26		268,422.50		d 331,145.00	
Plus Sales Tax (8.0%)			19,695.44		10,463.97		12,334.00		b 13,396.04		14,688.02		16,277.22		21,473.80		d 26,491.60	
Total Basic Bid Plus Sales Tax			265,888.44		141,263.61		166,509.00		c 180,846.54		198,288.22		219,742.48		289,896.30		d 357,636.60	

Notes

- a Unit price on 00 04 10 shows \$6600
- b Amount on 00 04 10 shows sales tax as \$13,396.00
- c Amount on 00 04 10 shows total bid as \$180,846.50
- d These numbers on 00 04 10 were revised, but were not initialed

AGENDA SUMMARY SHEET
Business of the City of Kelso
City of Kelso, Washington

SUBJECT TITLE:

**GRANT OFFER FOR FAA AIRPORT
IMPROVEMENT PROGRAM (AIP)
PROJECT NO. 3-53-0034-016-2016 SW
WASHINGTON REGIONAL AIRPORT.**

Agenda Item: _____

Dept. of Origin: City Manager

For Agenda of: July 19, 2016

PRESENTED BY: Steve Taylor, City Manager

Cost of Item: None

City Manager: Stephen Taylor

AGENDA ITEM ATTACHMENTS:

FAA Grant Letter for SWRA Project - 016
FAA Grant Agreement for SWRA Project - 016

SUMMARY STATEMENT:

The City, as the owner and FAA-designated sponsor of the SW Washington Regional Airport, applied for federal Airport Improvement Program (AIP) grant funding to complete three projects listed on the airport's 5-year capital improvement program (Sullivan Hangar Demolition – Obstruction Removal; Beacon Tower Replacement; Talley Way Perimeter Fence Construction). The design phase has been completed on all three projects, and construction bids have either been awarded or are under consideration for award by the Council on July 19th. The City procured construction engineering and administrative services for the projects through Reid Middleton earlier this year. The bid amounts for all services having been received, the FAA has issued its grant offer to the City to pay 90% of the cost of services.

FAA AIP 90%	\$528,420.07
WSDOT 5%	\$ 29,356.67
County Rural Pub Fac Grnt 5%	<u>\$ 29,356.67</u>

TOTAL \$587,133.41

FAA requires approval from the Sponsor's legislative body in order to execute the grant agreement. Following the Council's approval, the City will be able to enter into contracts with the two firms selected to perform the projects. As a recipient of federal AIP funds, the City is required to abide by FAA's grant assurances applicable to all general aviation airports.

FINANCIAL SUMMARY:

Grant proceeds of \$528,420

OPTIONS:

1. Move to accept the grant offer for \$528,420.07 for FAA AIP Project 3-53-0034-016-2016
2. Do not accept the grant offer
3. Bring back for further consideration at a later date

RECOMMENDED ACTION:

Move to accept the grant offer from FAA.



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

Airports Division
Northwest Mountain Region
Oregon, Washington

FAA SEA ADO
1601 Lind Avenue SE., Suite 250
Renton, WA 98057

July 13, 2016

Mr. Steve Taylor
City Manager
City of Kelso
203 S Pacific Ave, Suite 205
Kelso, WA 98626

Dear Mr. Taylor:

We are enclosing the Grant Offer for Airport Improvement Program (AIP) Project No. 3-53-0034-016-2016 at Southwest Washington Regional Airport in Kelso, Washington. This letter outlines expectations for success. Please read the conditions and assurances carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than August 12, 2016, 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.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
 - Return the executed Grant Agreement to us by email (pdf) followed by the hardcopy in the mail.
 - Retain a copy for your records.
 - Forward a copy 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.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact 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 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 final closeout report documentation as required by your Airports District Office.

Randal Anton, (425) 227-2652, 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,

A handwritten signature in black ink that reads "Joelle Briggs". The signature is written in a cursive, flowing style.

Joelle Briggs, ADO Manager



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer July 13, 2016

Airport/Planning Area Southwest Washington Regional Airport – Kelso, Washington

AIP Grant Number 3-53-0034-016-2016 (Contract Number: DOT-FA16NM-0014)

DUNS Number 038040333

TO: City of Kelso, Washington
(herein called the "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 , for a grant of Federal funds for a project at or associated with the Southwest Washington Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Southwest Washington Regional Airport (herein called the "Project") consisting of the following:

Install perimeter fence (Phase 2 – construction); Install beacon (Phase 2 – construction); Remove obstructions (Phase 2 – construction);

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 ninety (90) 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 \$528,420.

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
 \$528,420 for airport development or noise program implementation
 \$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 project 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. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **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.
6. **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. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **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.
8. **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 12, 2016, or such subsequent date as may be prescribed in writing by the FAA.
9. **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 in 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.

10. 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.

11. 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. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. 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 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).

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

13. 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.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

- 15. 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.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase for Nonprimary 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 or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 18. Maximum Obligation Increase For 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.
- 19. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 20. 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 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 debar a contractor, person, or entity.
- 21. 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.

22. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR part 1200.

23. Exhibit “A” Property Map. The Exhibit “A” Property Map dated April 12, 2016, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

24. Equipment Acquisition. The Sponsor understands and agrees that any equipment acquired through this grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

25. Airport-Owned Visual or Electronic Navigation Aids in Project. The Sponsor agrees that it will:

- A. Provide for the continuous operation and maintenance of any navigational aid funded under this grant agreement during the useful life of the equipment;
- B. Prior to commissioning, assure the equipment meets the FAA's standards; and
- C. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.

26. Obstruction Removal. The Sponsor agrees to clear the following obstructions: Taxiways D and E and hangars, which penetrate the Part 77 transitional surface, prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.

27. 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)

Joelle Briggs

Manager, Seattle Airports District Office

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 _____.

¹ Knowingly 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.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

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

1. General Federal Requirements.

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

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 VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.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 December 31, 2015 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: 12/31/2015

View the most current versions of these ACs and any associated changes at:
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1L	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
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
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
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	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 Change 1	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	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
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
150/5320-6E	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
150/5340-30H	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
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	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
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	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
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) 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



Single Audit Certification Form

The Single Audit Act of 1984 established audit requirements for non-Federal entities that receive Federal aid. On December 26, 2014, the implementing document, OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) was superseded by 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). If your current fiscal year began before December 26, 2014, then OMB Circular A-133 is still applicable. If your fiscal year begins on or after January 1, 2015, then 2 CFR Part 200 applies.

Under OMB A-133, State or local governments (City, County, Airport Authority, Airport Board) that expend \$500,000 or more a year (calendar or fiscal) in **total** Federal financial assistance must conduct an audit and submit it to the Federal Audit Clearinghouse. If the single audit is required under 2 CFR Part 200, then the total Federal financial assistance expenditure limit is \$750,000 or more. For more information on the Single Audit Act requirements please reference the following web site: <http://harvester.census.gov/sac/>

This notice is our request for a copy of your most recent audit, whether or not there are any significant findings. In accordance with your Airport Improvement Program (AIP) grant agreement, you must also provide that information to your local Airports District Office (ADO). Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

Airport Sponsor Information:

_____	_____
Sponsor Name	Fiscal/Calendar Year Ending
_____	_____
Airport Name	
_____	_____
Sponsor's Representative Name	Representative's Title
_____	_____
Telephone	Email

Please check the appropriate line(s):

- We are subject to the Single Audit requirements and are taking the following action:
 - The Single Audit for this fiscal/calendar year has been submitted to the FAA.
 - The Single Audit for this fiscal/calendar year is attached.
 - The Single Audit report will be submitted to the FAA as soon as this audit is available.

- We are exempt from the Single Audit requirements for the fiscal/calendar noted above.

Sponsor Certification:

_____	_____
Signature	Date

Return to: FAA, Seattle Airports District Office
1601 Lind Ave. SW, Ste. 250
Renton, WA 98057-3356

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Pro/Con Committee
Appointments for Charter Amendments

Agenda Item: _____

Dept. of Origin: City Manager's Office

For Agenda of: July 19, 2016

Originator: Steve Taylor

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

PRESENTED BY:
Steve Taylor, City Manager

Agenda Item Attachments:

Section 3 of the 2016 Elections Guide for Jurisdictions in Cowlitz County

SUMMARY STATEMENT:

The City Council previously approved four amendments to the city charter to be placed on the November 8th General Election ballot. State election law requires the City Council to appoint committees by August 2nd to write statements in favor of and in opposition to any measures which will be binding. The City has confirmed that Ann Hight, Gary Schimmel, and Keith Lawrence are interested in being appointed to the "Pro" Committee for the proposed charter amendments. All three of these citizens served on the original City Charter Review Committee giving them full comprehension as to the changes being proposed and the reasoning behind those changes.

The City is working to confirm citizens to participate in the "Con" Committee. However, confirmation of interested citizens has not been received at the time of the issuance of this agenda packet. If individuals are not identified and confirmed by the time of the Council meeting, City staff will continue to search for participants and ask for a special meeting to appoint a "Con" committee before the August 2nd deadline. If no committee can be formed, the County Auditor is required to appoint a committee, which would reduce the likelihood that the committee would include Kelso citizens.

RECOMMENDED ACTION:

Staff recommends Ann Hight, Gary Schimmel, and Keith Lawrence be formally appointed to the Pro Committee for the current proposed amendments to the City Charter.

3 committees “for” and “against”

Establishing Committees “For” and “Against” a Local Measure

RCW 29A.32.280

For every General Election, each measure submitted by a jurisdiction shall include “for” and “against” statements. The legislative authority of that jurisdiction shall formally appoint, by the resolution deadline, committees of persons known to favor the measure to serve on the “for” committee and shall appoint persons known to oppose the measure to serve on the “against” committee.

Each committee shall consist of not more than three members; however, a committee may seek the advice of any other person or persons.

If such persons are not immediately known, the jurisdiction is encouraged to employ some formal means of notifying the public that members of the “for” and “against” committee are being sought.

The jurisdiction is responsible for providing committee members with copies of instructions, specifications, and deadlines for all statements.

The committees are responsible for submitting their statements to the Elections Division by the deadline for that election.

Committee member names and at least one contact, one phone number and one email address, shall be published in the local voters’ pamphlet. Titles for committee member names will not be published. A website address will be published if provided but is not required. Names and contact information will not be included in the word limitation.

Committee Appointment Deadlines

Deadlines to appoint committees “for” and “against” are on page 15 of this pamphlet.

General Election - August 2, 2016

Appointments by the Auditor

RCW 29A.32.280

If a jurisdiction fails to appoint “for” and “against” committees by the deadline, the Auditor will seek out and, whenever possible, appoint up to three members to each committee.

3 committees “for” and “against”

“For” and “Against” Statement Length, Format, and Content

RCW 29A.32.230

RCW 29A.32.090

Length

“For” and “against” statements must be 250 words or less in block paragraph form. Any statement exceeding 250 words will have the extra words omitted. If such a deletion creates an incomplete sentence, that sentence shall also be omitted.

Format

To promote readability, it is in the public interest that all statements published are of substantially similar format and style. The following standards have been established:

Up to four headings may be used to summarize and identify major arguments.

Typeset must be in block paragraph style.

No tables, bullets, or lists requiring multiple indentations. Lists or bullets will be converted to block paragraph, with a semicolon to separate each item.

Words that are underlined, in bold, or all upper case will be changed to appear in italics.

Content

The Auditor may reject any statement or statement portion that:

- Is obscene;
- Is libelous;
- Is vulgar;
- Promotes or advocates hatred, violence, hostility, ridicule, or shame upon any person or group of persons; and
- Is received after the submittal deadline.

Other than corrections to format and length, “for” and “against” statements shall be printed exactly as submitted and shall not be checked for accuracy by Election’s staff.

“For” and “Against” Statement Deadlines

RCW 29A.32.230

Deadlines for statements “for” and “against” are on page 15 of this pamphlet.

General Election - August 9, 2016

3 committees “for” and “against”

Rebuttal Statement Length, Content, and Format

Once “for” and “against” statements are submitted, the Elections Division will email the statement to the spokesperson for the opposing committee listed on the committee appointment form.

Rebuttal statements are not required; however, it gives each committee an opportunity to provide a response to the opposing statement.

Length

Rebuttal statements must be 75 words or less in block paragraph form. Any statement exceeding 75 words will have the extra words omitted. If such a deletion creates an incomplete sentence, that sentence shall also be omitted.

Format

No headings may be used in rebuttal statements.

Italics may be used to emphasize specific words or statements. Any other formatting, such as all caps, bold, or underlining, will be changed to appear in italics.

The use of tables, bullets, or lists is not allowed. Lists or bullets will be converted to block paragraph, with a semicolon to separate each item.

Content

Rebuttal statements may not interject new issues or arguments and are limited to addressing issues and arguments raised in the opposing statement.

Rebuttal statements shall be printed exactly as submitted and shall not be checked for accuracy by Election’s staff.

Rebuttal Deadline

The deadline for Rebuttal statements is located on page 15 of this pamphlet.

General Election - August 15, 2016

All statements shall be submitted by the required deadline to:

Cowlitz County Elections
207 4th Ave North, Room 107
Kelso, WA 98626
elections@co.cowlitz.wa.us

Committee Statements - At a Glance

Explanatory Statement	200	<p><i>Allowed:</i> Italics</p> <p><i>Not Allowed:</i> Bold, ALL CAPS, <u>underlining</u>, lists, bullets</p>
"For" and "Against" Statement	250	<p><i>Allowed:</i> Italics Up to four headings.</p> <p><i>Not Allowed:</i> Bold, ALL CAPS, <u>underlining</u>, lists, bullets</p>
Rebuttal Statements	75	<p><i>Allowed:</i> Italics</p> <p><i>Not Allowed:</i> Bold, ALL CAPS, <u>underlining</u>, lists, bullets</p>
Contact Information	Does not count as part of word limit.	<p><i>Allowed:</i> Committee member names; Contact phone number; Email address; Website; Committee name; and *At least one phone number and email address is required.</p> <p><i>Not Allowed:</i> Titles for committee members (Dr., PhD., President, etc.)</p>

Statements submitted may be rejected if:

- It is obscene;
- It is libelous;
- It is vulgar;
- Promotes or advocates hatred, violence, hostility, ridicule, or shame upon any person or group of persons; and
- Is received after the submittal deadline.

Other than corrections to format and length, "for" and "against" statements shall be printed exactly as submitted and shall not be checked for accuracy by Election's staff.

AGENDA SUMMARY SHEET
Business of the City of Kelso
City of Kelso, Washington

SUBJECT TITLE:

**AN ORDINANCE OF THE CITY OF KELSO,
WASHINGTON AMENDING THE KELSO
MUNICIPAL CODE SECTION 13.04.160
RELATING TO WATER SERVICE OUTSIDE
CORPORATE CITY LIMITS**

Agenda Item: _____

Dept. of Origin: City Manager

For Agenda of: July 19, 2016

Cost of Item: _____

City Manager: Stephen Taylor

PRESENTED BY:

Janean Parker

AGENDA ITEM ATTACHMENTS:

Proposed Ordinance

SUMMARY STATEMENT:

The City currently provides water to one private water district outside the corporate City limits—the Davis Terrace Water District, which owns and operates its own water system. The City has been in negotiations for the terms and conditions of sale of water to the District.

The definition in the current City water code for a water district is broad enough to encompass private and public districts, inside and outside of the City, that own their own system or are served by the City's system. The current code also sets one rate, which is one and one half times the city rate for all types of water districts, whether they are in city or not and whether they are a privately owned system or owned and maintained by the City. As drafted, the code does not provide flexibility for the differences in cost and impacts to the City that may exist between privately owned and City owned systems and for other conditions that may be provided by contract.

The proposed amendments will provide the City Council authority to set by contract all rates for water service to water districts; Currently, under the agreement with the District, the City charges and has historically charged 110% of the city rates for water use and wishes to continue that price in the new agreement. The changes would clarify that the City has the authority to do so.

FINANCIAL SUMMARY:

None

OPTIONS:

Do nothing

Amend the water code to provide additional flexibility.

Direct staff to take some other action

RECOMMENDED ACTION:

Move to approve the ordinance amending the Kelso Municipal Code Section 13.04.160 relating to water service outside corporate city limits.

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF KELSO, WASHINGTON AMENDING THE
KELSO MUNICIPAL CODE SECTION 13.04.160 RELATING TO
WATER SERVICE OUTSIDE CORPORATE CITY LIMITS**

WHEREAS, the City currently provides water to one private water district outside the corporate City limits and has been in negotiations for the terms and conditions of that service; and

WHEREAS, the definition in the City's code for a water district is broad enough to encompass private and public districts, inside and outside of the City, that own their own system or are served by the City's system; and

WHEREAS, one rate, that is currently set as one and one half the city rate for all types of water districts, does not provide sufficient flexibility for the differences between privately owned and City owned systems and for other conditions that may be provided by contract; and

WHEREAS, the amendments will provide the City Council authority to set by contract all rates for water service to water districts;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF KELSO,
WASHINGTON DOES HEREBY ORDAIN AS FOLLOWS:**

Section 1. **Public Interest.** The Kelso City Council finds it to be in the public interest to adopt these amendments that provide the authority to contract for the sale of water at rates negotiated by the City.

Section 2. **Chapter 13.04.160 Amended.** That Kelso Municipal Code Section 13.04.160 (D) is hereby amended as follows:

D. Minimum monthly charge for water supplied to water districts shall be that charge agreed upon in a contract approved by the city council or shall be as established in the current rate ordinance, as adopted or hereafter amended, for each occupied dwelling house within such water district. All water passing through the meter of such water district per month for each occupied dwelling shall be paid for by said water district at the rate agreed upon in a contract approved by the city council or the rate of one and one-half times the rate charged for domestic consumption of water within the limits of the city of Kelso.

Section 3. **Chapter 13.04.160 Amended.** That Kelso Municipal Code Section 13.04.160 (F) is hereby amended as follows:

F. The minimum charge for water supplied to patrons without the city and not within a water district shall be set by the current rate ordinance as adopted or hereafter amended. All water used shall be charged at one and one-half times the rate charged within the city limits, unless otherwise provided by contract approved by the city council.

Section 4. **Corrections.** The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 5. **Severability.** Any provision of this ordinance or its application to any person, legal entity, or circumstance is held invalid; the remainder of the ordinance or its application to other persons, legal entities, or circumstances is not affected.

Section 6. **Effective Date.** This ordinance shall be in full force and effect five (5) calendar days after adoption and publication pursuant to law.

ADOPTED by the City Council and **SIGNED** by the Mayor this _____ day of _____, 2016.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

AGENDA SUMMARY SHEET

Business of the City of Kelso City of Kelso, Washington

SUBJECT TITLE:

ORDINANCE OF THE CITY CONVEYING
REAL PROPERTY, PARCEL NOS 24337 AND
24334 TO THE DAVIS TERRACE WATER
ASSOCIATION

Agenda Item: _____

Dept. of Origin: City Manager, City Attorney,

For Agenda of: July 19, 2016

Cost of Item: _____

City Manager: Stephen Taylor

PRESENTED BY: Janean Parker

AGENDA ITEM ATTACHMENTS:

Proposed Ordinance
Exhibit A—Quit claim deed
Parcel Map

SUMMARY STATEMENT:

The City has been negotiating an agreement for the purchase and sale of water with the Davis Terrace Water Association (DTWA). The DTWA owns a reservoir on City owned property. The City has not been able to establish an easement or other documentation authorizing use of the property. The DTWA would like to own the underlying property on which the reservoir is located and the City has no other uses for that property. The City would also reduce its liability exposure by disposing of the property. The property is Parcel No 24337 and the associated Parcel No. 24334. RCW 35.94.040 requires a resolution surplussing the property and a public hearing and a statement of the fair market value or consideration to be paid for any property originally acquired for utility purposes. Staff has researched the assessed value of the parcels from the Cowlitz County Assessor and determined that \$2,300.00 is a reasonable fair market value for the property.

On June 21, 2016, the City passed a Resolution to surplus the property as no longer necessary to its needs. Upon approval of this Ordinance, (required by the City Charter) staff will take steps to effect the property transfer.

FINANCIAL SUMMARY:

Sale Price of \$2300

OPTIONS:

Do Nothing
Grant DTWA and easement forth use of the property
Sell the surplussed property to DTWA

RECOMMENDED ACTION:

Move to approve the Ordinance conveying real property to the Davis Terrace Water Association

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO CONVEYING REAL PROPERTY, PARCEL NOS. 24337 AND 24334 TO THE DAVIS TERRACE WATER ASSOCIATION

WHEREAS, the Davis Terrace Water Association is a non-profit association that provides water to residences within the City of Kelso and unincorporated Cowlitz County via a 60,000 gallon reservoir located on Parcel No. 24337; and

WHEREAS, the City Council held a public hearing on this matter on June 21, 2016 and by Resolution No. 16-1159, has declared Cowlitz County Parcel Nos. 24337 and 24334 to be surplus to the needs of the City; this Resolution has further authorized the sale of this property to the Davis Terrace Water Association for the continued use and operation of the reservoir and water system facilities; and

WHEREAS, pursuant to the City Charter Section 2.10(7), any conveyance of real property is required to be by an ordinance adopted by the City Council;

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF KELSO DO ORDAIN AS FOLLOWS:

SECTION 1. Conveyance of Property. The City Council hereby approves and authorizes the conveyance of Parcel Nos. 24337 and 24334, legally described in Exhibit A attached hereto and fully incorporated by this reference. Such sale shall be by quit claim deed, substantially in the form set forth in Exhibit A, to the Davis Terrace Water Association in consideration of the payment of \$2,300 and such other terms and conditions as the City Manager may determine necessary.

SECTION 2. City Manager Authorization. The City Manager is authorized to execute a quit claim deed and to take such other action as may be reasonably necessary to convey the Property to the Davis Terrace Water Association.

SECTION 3. Severability. The provisions of this Ordinance are declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect 5 days after its passage and publication of summary as required by law.

ADOPTED by the City Council and **SIGNED** by the Mayor this ____ day of _____, 2016.

ATTEST/AUTHENTICATION:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

Exhibit A.

AFTER RECORDING, RETURN TO:

_____,
ADDRESS
ADDRESS

GRANTOR: City of Kelso, a Washington municipal corporation

GRANTEE: Davis Terrace Water Association, a _____

LEGAL DESC.: (insert abbreviated legal)

TAX PARCEL NOS.: 24337 and 24334

QUIT CLAIM DEED

WHEREAS, the City Council held a public hearing on this matter on June 21, 2016 and by Resolution No. 16-1159, has declared Cowlitz County Parcel Nos. 24337 and 24334 to be surplus to the needs of the City; and by Ordinance No. ____ has authorized the sale of this Property to the Davis Terrace Water Association for the continued use and operation of the reservoir and water system facilities on the Property; and

NOW THEREFORE,

The CITY OF KELSO, a municipal corporation of the State of Washington (“GRANTOR”), and having an address of 203 South Pacific in Kelso, Washington hereby dedicates, conveys, and quit claims to the DAVIS TERRACE WATER ASSOCIATION, a _____ (“GRANTEE”), having an address of _____ in Kelso, Washington, and to its successors and assigns the following described real estate situated in the City of Kelso, County of COWLITZ, State of Washington, together with all after acquired title of the Grantor therein:

Cowlitz County Parcel No. 24337.

BEGINNING AT THE WEST QUARTER CORNER SECTION 36, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE W.M., SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENSE ALONG THE SECTION LINE NORTH 286.59 FEET TO THE POINT OF BEGINNING OF THE DESCRIPTION; THENCE NORTH ALONG SAID SECTION LINE 100.00 FEET; THENCE SOUTH 89 DEGREES 11 ½ ‘ EAST PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SECTION, A DISTANCE OF 100.00 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID SECTION THENCE NORTH 89 DEGREES 11 ½ ‘ WEST 100.00 FEET TO THE POINT OF BEGINNING.

AND

Cowlitz County Parcel No. 24334.

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 8 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN; THENCE NORTH 2°14'44" EAST, 332.61 FEET; THENCE NORTH 87°55'16" WEST, 64.49 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 87°55'16" WEST, 119.63 FEET; THENCE ALONG THE ARC OF A NONTANGENT, 220.00 FOOT RADIUS CURVE TO THE LEFT, 66.59 FEET THROUGH A CENTRAL ANGLE OF 17°20'28", THE CHORD OF WHICH BEARS NORTH 79°15'02" WEST, 66.33 FEET; THENCE NORTH 87°55'16" WEST, 628.81 FEET; THENCE ALONG THE ARC OF A TANGENT 430.00 FOOT RADIUS CURVE TO THE RIGHT 117.49 FEET THROUGH A CENTRAL ANGLE OF 15°39'20", THE CHORD OF WHICH BEARS NORTH 80°05'36" WEST, 117.13 FEET; THENCE NORTH 01°45'54" EAST, 54.05 FEET; THENCE SOUTH 83°00'29" EAST, 116.76 FEET; THENCE SOUTH 87°55'16" EAST, 628.81 FEET; THENCE ALONG THE ARC OF A TANGENT 280.00 FOOT RADIUS CURVE TO THE RIGHT 202.37 FEET, THROUGH A CENTRAL ANGLE OF 41°24'34", THE CHORD OF WHICH BEARS SOUTH 67°12'59" EAST, 197.99 FEET TO THE TRUE POINT OF BEGINNING.

Situated in the County of Cowlitz, State of Washington.

DATED this _____ day of _____, 20__.

GRANTOR:
City of Kelso

Stephen Taylor, City Manager

State of Washington)
 : ss
County of _____)

On this day personally appeared before me Stephen Taylor, said person having acknowledged that he signed this instrument and on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Kelso to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20__.

NOTARY PUBLIC in and for the
State of Washington, residing at:

My commission expires: _____