

Joint Information Meeting

TOWN COUNCIL & COUNTY COMMISSIONER MEETING

September 14, 2020

3:00 PM

Teton County Chambers

Chair: Natalia Macker

NOTICE: THE VIDEO AND AUDIO FOR THIS MEETING ARE STREAMED TO THE PUBLIC VIA THE INTERNET AND MOBILE DEVICES WITH VIEWS THAT ENCOMPASS ALL AREAS, PARTICIPANTS AND AUDIENCE MEMBERS. **PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING**

I. ZOOM LINK FOR PUBLIC PARTICIPATION

DIAL 1.669.900.6833 WEBINAR ID: **895 1265 0900**

OR, LINK TO JOIN WEBINAR: <https://us02web.zoom.us/j/89512650900>

II. CALL TO ORDER, ROLL CALL, AND ANNOUNCEMENTS

III. PUBLIC COMMENT

This section is reserved for questions and comments from the public on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. As a general practice, the Electeds will not hold discussion or debate these comments. Nor will they make any decisions on items presented during this time but rather refer items to staff for follow-up. If you would like to communicate with the Electeds during the meeting, please address them during open public comment, when public comment is called for on a specific item or send an email to council@jacksonwy.gov and commissioners@tetoncountywy.gov.

IV. CONSENT CALENDAR

A. Minutes

1. August 3, 2020 JIM

B. JH Airport Grant Agreement for Reconstruction of Runway Phase I

V. DISCUSSION/ACTION ITEMS

A. Housing Mitigation Update Process (Tyler Sinclair, 45 minutes)

B. Northern South Park RFP (Tyler Sinclair & Chris Neubecker, 60 minutes)

VI. MATTERS FROM COUNCIL, COMMISSIONERS AND STAFF

VII. PROPOSED ITEMS FOR FUTURE JOINT INFORMATION MEETINGS

A. 10/5 2012 Comprehensive Plan Updates

B. 10/5 Integrated Transportation Plan

C. 10/5 Housing Rules & Regulations Annual Update - County Adoption, Town Ordinances

D. tbd START Winter Level of Service

E. tbd Childcare Baseline Inventory Next Steps

F. tbd Human Services Plan Implementation

VIII. ADJOURN

Please note that at any point during the meeting, the Chairman or Mayor may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.

**JOINT INFORMATION PROCEEDINGS
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING**

AUGUST 3, 2020

JACKSON, WYOMING

The Jackson Town Council met in conjunction with the Teton County Commission in a joint information meeting (JIM) located in the County Commissioner's Chambers located at 200 S. Willow St. at 2:00 P.M. Upon roll call the following were present:

COUNTY COMMISSIONERS: *In-person* none. *via Zoom*: Chair Natalia Macker, Vice-Chair Greg Epstein, Mark Barron, Mark Newcomb, and Luther Propst.

TOWN COUNCIL: *In-person*: none. *via Zoom*: Mayor Pete Muldoon, Vice-Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Stanford, and Jonathan Schechter.

STAFF: Alyssa Watkins, Larry Pardee, Darren Brugmann, Lea Colasuonno, Roxanne Robinson, Stacy Stoker, Tyler Sinclair, Maureen Murphy, Paul Anthony, April Norton, Brian Schilling, Chris Neubecker, Heather Overholser, Kristen Waters, Sara King, Kristi Malone, and Shelley Fairbanks.

Human Services Planning Workshop. Kendra Lodewick, Kari Parsons, and Kirsten Smith from Program and Policy Insight presented to the Board and Council the Human Services and Resource Allocation Planning Project. The presentation included an overview of the data collection processes, presentation of the human services prioritization methodology and review of key findings from the plan. The purpose of the project was to develop human services mission and vision statements, identify service priorities based on current community context, and examine ways to align funding with community findings.

The meeting was recessed at 3:20pm and reconvened at 3:27pm.

Public Comment. None.

Consent Calendar. On behalf of the County, a motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve the consent calendar for today's joint information meeting that includes the minutes for July 6, 2020, the minutes for the July 13, 2020, and the Housing Rules and Regulations Annual Clean-Up Update. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilwoman Morton Levinson and seconded by Councilman Schechter to approve the consent calendar for today's joint information meeting that includes the minutes for July 6, 2020, the minutes for the July 13, 2020, and the Housing Rules and Regulations Annual Clean-Up Update. The vote showed all in favor and the motion carried for the Town.

A. Meeting Minutes. To approve the meeting minutes as presented for the July 6, 2020 regular JIM, and the July 13, 2020 special JIM meeting as presented.

C. Housing Rules and Regulations Annual Clean-Up Update. On behalf of the County, to direct staff to make the changes to the Housing Rules and Regulations, as proposed today, and release the document for the mandatory 45-day comment period.

On behalf of the Town, to direct staff to make the changes to the Housing Rules and Regulations, as proposed today, and to prepare an ordinance for adoption.

Consent Items B – RFQ Award for Employee Generation by Land Use Study was removed from the Consent Calendar and added to the Discussion/Action Items as items C.

A. Structure of Pathways Task Force. Brian Schilling, Pathways and Trails Program Coordinator, presented to the Board and Council for consideration the options for the structure and function of the Pathways Task Force. The Pathways Task Force is currently a 7-member volunteer board appointed by the Town Council and County Commission. The 1998 by-laws allow for the board be 11 members. The current function of the Task Force is to generally serve as an advisory committee to the Town Council and County Commission, the Pathways coordinator, and other Town/County staff on issues related to the Town/County Pathways program. The board members make recommendations to staff

and the elected officials on multi-modal transportation issues and projects and also act as liaisons for staff and elected officials to the Jackson Hole community. Members are appointed to three-year terms and the board meets monthly.

In December 2019 the JIM briefly discussed the ongoing role of the Task Force and whether it made sense to change the structure or function of the board to enable it to better support the Pathways program. Several ideas were discussed but there was no clear direction provided at that time. The Task Force has since modified their meeting schedule to meet every other month.

The current proposal is to dissolve the Pathways Task Force and then reform it as an advisory board under a different name. The elected boards could establish new bylaws and guidance for the advisory board. Existing members could be reappointed to new terms, or an entirely new board could be formed. Several things would need to be defined, including: number of members; length of terms; process for appointing members; meeting frequency; board role; and responsibilities.

There was no public comment.

On behalf of the County, a motion was made by Commissioner Propst and seconded by Commissioner Epstein to direct staff to present to the County Commission with options for transmogrifying the Pathways Task Force into a broader Alternative Transportation Advisory Board and bring that for review. Chair Macker called for the vote. The vote showed all in favor and the motion carried.

On behalf of the Town, a motion was made by Councilman Schechter and seconded by Councilman Jorgensen to direct staff to present to the Town Council with options for transmogrifying the Pathways Task Force into a Alternative Transportation Advisory Board and bring that for review. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

C. Housing Mitigation Rates. Tyler Sinclair, Community Development Director, presented to the Board and Council for consideration the appropriate next steps to complete a review and possible update to the Town and County's Affordable Workforce Housing Standards.

The current Town and County Affordable Workforce Housing Standards were adopted in 2018 as part of the Engage 2017 series of five projects initiated to further implement key portions of the 2012 Comprehensive Plan. The Town and County Housing mitigation requirements are largely the same with the exception of the County having lower commercial mitigation rates and additional exemptions not utilized by the Town. The first four Engage 2017 projects were completed by the Town and/or County and the fifth project (updates to natural resource regulations) was not.

Engage 2017 Projects

1. Housing Requirements - completed
2. Housing Department Rules and Regulations - completed
3. Town Zoning for Character Districts 3-6 - completed
4. Town Parking Study - completed
5. Natural Resource Protections – not completed

Upon adoption of the Town and County regulations in 2018 a few members of the Wyoming Legislature became interested in our local Housing Mitigation Program and expressed interest in prohibiting municipalities and counties from imposing affordable housing exactions. As a result, the Town and County committed to relooking at our Housing Requirements to address issues raised by these few members of the Wyoming Legislature, with the desired outcome to address issues related to housing mitigation at a local level. This item is on the agenda knowing that legislators could take up this topic again during the 2021 Legislative Session.

Staff has identified the following questions for consideration related to this topic and how to proceed:

1. Do the Boards wish to consider adjustments to the current housing mitigation rates only?

This would allow the Boards to focus only on what adjustments they may want to make based upon the current Housing Nexus Study and information utilized during the Engage 2017 update process. There would be no consideration of changes to the approach or other aspects of the housing mitigation program.

The alternative would be to re-evaluate the entire housing mitigation program including what type of development should be required to mitigate (residential versus commercial), whether non bricks and motor businesses should be required to mitigate for employee generation, preference for type of mitigation, exemptions, etc. This approach would be revisiting and repeating the process undertaken in the Housing Mitigation component of Engage 2017 effort and would rely on the same nexus data used at that time.

2. Do the Boards wish to consider developing requirements linking the approval of a County wide additional cent of sales tax to reductions in housing mitigation rates for sales tax generating businesses as proposed by the Town?
3. Do the Boards wish to engage in these discussions jointly or as separate boards?
4. Based upon a review of all prioritized items in the FY21 Comprehensive Plan Work Plan, what should the timing of this project be?

On behalf of the Town, a motion was made by Councilman Jorgensen and seconded by Councilwoman Morton Levinson to direct staff to proceed with a review and update of the Town and County Affordable Workforce Housing Standards as discussed at this meeting and described below:

1. To review a work term adjustment in non-residential mitigation rates;
2. To review for opportunities to increase mitigation of a larger single family residential under the current nexus study.

Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried for the Town.

On behalf of the County, a motion was made by Commissioner Newcomb and seconded by Commissioner Propst to direct staff to proceed with a review and update of the Town and County Affordable Workforce Housing Standards as discussed at this meeting and described below:

1. To review a work term adjustment in non-residential mitigation rates;
2. To review for opportunities to increase mitigation of a larger single family residential under the current nexus study.

Chair Macker called for the vote. The vote showed all in favor and the motion carried for the County.

D. RFQ Award for Employee Generation by Land Use Study. April Norton, Housing Director, presented to the Board and Council the opportunity to consider the award of the Housing Nexus Study. The Town and County were preparing to conduct a new study to update the 2013 Housing Nexus Study and provide more accurate data about employee generation in Teton County.

On behalf of the County, a motion was made by Commissioner Newcomb and seconded by Commissioner Propst to award a Housing Nexus and Trip Generation Study, focused number of employees generated by residential and non-brick and mortar businesses as well as journey-to-work data and commuting patterns, to Raftelis and direct staff to negotiate and draft a contract with Raftelis with a not to exceed amount of \$75,000 and incorporating three conditions of approval as recommended by the stakeholder group, and as directed at this meeting for the Teton County Board of County Commissioners, as the contracting entity, to review and consider approval at a later meeting. Any final contract 1) Provide more details on the methodology that will be used to calculate employee generation, 2) finalize anticipated staffing hours with an emphasis on reducing hours by transferring more hours to consultants that have specific experience with mitigation studies, and 3) provides more detail on how the consultant will engage with the local business community.

The motion was withdrawn.

No action was taken.

Adjourn. On behalf of the County, a motion was made by Commissioner Newcomb and seconded by Commissioner Barron to adjourn. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilwoman Morton Levinson and seconded by Councilman Schechter to adjourn. The vote showed all in favor and the motion carried for the Town. The meeting adjourned at 5:05 p.m.

minutes:sdf

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Natalia D. Macker, Chairwoman

ATTEST:

Maureen E. Murphy, County Clerk



**BOARD OF COUNTY
COMMISSIONERS**



TOWN COUNCIL

JOINT INFORMATION MEETING AGENDA DOCUMENTATION

PREPARATION DATE: September 11, 2020

MEETING DATE: September 14, 2020

SUBMITTING DEPARTMENT: County Attorney

PRESENTER: Keith Gingery

SUBJECT: Airport Runway Rebuild – FAA Grants

STATEMENT/PURPOSE Grant from the Federal Aviation Administration (FAA) to the Jackson Hole Airport to rebuild runways at the Jackson Hole Airport

BACKGROUND/ALTERNATIVES Grant from the FAA to rebuild the runway at Jackson Hole Airport. There are two different grant awards. Grant AIP 63 is for **\$25,600,000.00** and is a 100% FAA grant with no match. Grant AIP 64 is a regular match grant with the FAA providing **\$2,934,399.81** and the Jackson Hole Airport Board paying the match. The Federal Government works on an October 1 to September 30 fiscal year. The FAA was just recently aware that they would have the available funds left in this year's fiscal budget to grant toward this project. That is the reason for the late notice and the lack of the actual grant documents. The grant documents will be identical to the standard grant agreements that the town and county have signed in the past for the Jackson Hole Airport Board. The vote today is to agree to the grant amounts and authorize the mayor and the Chairwoman to sign the grant agreements as soon as they are received in order to get them back to the FAA prior to September 21, 2020.

As a sponsor of the grant, the county and the town are agreeing to the following:

1. Money is used within 4 years of acceptance
2. May not spend the funds for ineligible or unallowable costs
3. The final amount provided by the FAA may go up or down depending on the overall cost of the project final numbers
4. Project must be built in compliance with all FAA regulations
5. Any funds spent fraudulently, wastefully or in violation of U.S. law must be paid back by the sponsor.
6. Must comply with air and water regulations
7. Must comply with all federal financial reporting requirements
8. All steel and manufactured products must be American
9. An audit upon completion must be completed
10. Standard federal contract bans on texting and human trafficking
11. Will implement a pavement maintenance management program
12. Must submit a construction management program

It is important to understand that as a sponsor, Teton County and the City of Jackson are jointly and severally responsible for compliance.

ATTACHMENTS

None. The FAA has not supplied the final grant documents. But the FAA expects the grant documents to be signed and returned prior to September 21, 2020.

FISCAL IMPACT Jackson Hole Airport will have to fund the difference between the overall cost and the FAA Grant.

STAFF IMPACT

None

LEGAL REVIEW

Gingery

RECOMMENDATION

Approve

SUGGESTED MOTION

Town

I move to approve Grant AIP 63 in the amount of \$25,600,000.00 and authorize the Mayor to sign once the grant agreement documents are provided by the FAA. And I further move to approve Grant AIP 64 in the amount of \$2,934,399.81 and authorize to Mayor to sign once the grant agreement documents are provided by the FAA.

County

I move to approve Grant AIP 63 in the amount of \$25,600,000.00 and authorize the Chairwoman to sign once the grant agreement documents are provided by the FAA. And I further move to approve Grant AIP 64 in the amount of \$2,934,399.81 and authorize to Chairwoman to sign once the grant agreement documents are provided by the FAA.



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer {{DateTime_es_:_signer1:calc(now()):format(date," mmmm d, yyyy")}}

Airport/Planning Area Jackson Hole Airport

AIP Grant Number 3-56-0014-063-2020 (Contract No. DOT-FA20NM-10XX)

DUNS Number 12-280-0647

TO: Jackson Hole Airport Board, City of Jackson and County of Teton, Wyoming
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

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

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

Reconstruct Runway 1/19 (Phase I)

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, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 Reauthorization grant condition), (b) the Sponsor's acceptance of this Offer, and (c) 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 93.75 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 \$Grant Amount.
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;
\$Grant Amount for airport development or noise program implementation; and
\$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, 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. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
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 Offer Expiration Date, 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 for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal

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

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. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
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 agreement.
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 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 a land project.

- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA, if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
- 20. Ban on Texting When 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 when driving in all subgrants, contracts, and subcontracts.
- 21. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated October 5, 2007, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
- 22. Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.

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

23. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

24. Co-Sponsor. The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

SPECIAL CONDITIONS

25. Current FAA Advisory Circulars for AIP Projects. The sponsor 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 Required For Use In AIP Funded and PFC Approved Projects*, dated February 28, 2020, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

26. Agency Agreement. The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.

27. Final Project Documentation. The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.00 percent of United States

Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.50 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

28. **AGIS Requirements.** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
29. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. 47106(a)(6).
30. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will
 - A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. location of all runways, taxiways, and aprons;
 - b. dimensions;
 - c. type of pavement, and;
 - d. year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 - D. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 1. inspection date;
 2. location;
 3. distress types; and
 4. maintenance scheduled or performed.

E. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

31. Projects Which Contain Paving Work in Excess of \$500,000. The Sponsor agrees to:

- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

32. Plans and Specifications Prior to Bidding. The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

33. Grants Issued on Estimates. The Sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for Reconstruct Runway 1/19; and the parties agree that within 180 days from the date of acceptance of this Grant Offer, the Sponsor will receive bids for Reconstruct Runway 1/19 contained within the grant description. If, after the Sponsor has received bids, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater based on the actual bid prices received, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The Sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.

34. Small Airport Fund. The source of this grant may include funding from the Small Airport Fund.

35. Lighting. The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

#

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**

{Sig_es_:signer1: signature}}

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Dated `{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}`

JACKSON HOLE AIRPORT BOARD

(Name of Sponsor)

`{{Sig_es_:signer2: signature}}`

(Signature of Sponsor's Authorized Official)

By:

`{{N_es_:signer2: fullname}}`

(Typed Name of Sponsor's Authorized Official)

Title:

`{{*Ttl_es_:signer2: title}}`

(Title of Sponsor's Authorized Official)

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.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer3: fullname}}**, 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 Wyoming. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated **{{DateTime_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By:

{{Sig_es :signer3: signature}}

(Signature of Sponsor's Attorney)

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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

CITY OF JACKSON, WYOMING

(Name of Sponsor)

{{Sig_es_:signer4: signature}}

(Signature of Sponsor's Authorized Official)

By:

{{N_es_:signer4: fullname}}

(Typed Name of Sponsor's Authorized Official)

Title:

{{*Ttl_es_:signer4: title}}

(Title of Sponsor's Authorized Official)

Attested By:

{{Sig_es_:signer5: signature}}

(Signature of Sponsor's Attestation)

{{N_es_:signer5: fullname}}

(Typed Name of Sponsor's Attestation)

{{*Ttl_es_:signer5: title}}

(Title of Sponsor's Attestation)

² 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.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer6: fullname}}**, 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 Wyoming. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated **{{DateTime_es :signer6:calc(now()):format(date," mmmm d, yyyy")}}**

By: _____

{{Sig_es :signer6: signature}}

(Signature of Sponsor's Attorney)

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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated {{DateTime_es_:signer7:calc(now()):format(date," mmmm d, yyyy")}}

COUNTY OF TETON, WYOMING

(Name of Sponsor)

{{Sig_es_:signer7: signature}}

(Signature of Sponsor's Authorized Official)

By:

{{N_es_:signer7: fullname}}

(Typed Name of Sponsor's Authorized Official)

Title:

{{*Ttl_es_:signer7: title}}

(Title of Sponsor's Authorized Official)

Attested By:

{{Sig_es_:signer8: signature}}

(Signature of Sponsor's Attestation)

{{N_es_:signer8: fullname}}

(Typed Name of Sponsor's Attestation)

{{*Ttl_es_:signer8: title}}

(Title of Sponsor's Attestation)

³ 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.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer9: fullname}}**, 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 Wyoming. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated **{{DateTime_es :signer9:calc(now()):format(date," mmmm d, yyyy")}}**

By:

{{Sig_es :signer9: signature}}

(Signature of Sponsor's Attorney)



ASSURANCES

AIRPORT SPONSORS

A. General.

1. 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.
2. 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.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

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

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

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

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

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

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

C. Sponsor Certification.

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

1. General Federal Requirements.

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

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.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
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.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.¹²
- 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 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

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. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

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

19. Operation and Maintenance.

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.

- i. 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.
- b. 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.
 - c. 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. 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 by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

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

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

30. Civil Rights.

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

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“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.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

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

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

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

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

39. Competitive Access.

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



FAA Airports

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

Updated: 2/28/2020

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

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

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

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

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

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

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



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer {{DateTime_es_:_signer1:calc(now()):format(date," mmmm d, yyyy")}}

Airport/Planning Area Jackson Hole Airport

AIP Grant Number 3-56-0014-063-2020 (Contract No. DOT-FA20NM-10XX)

DUNS Number 12-280-0647

TO: Jackson Hole Airport Board, City of Jackson and County of Teton, Wyoming
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

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

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

Reconstruct Runway 1/19 (Phase I)

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, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 Reauthorization grant condition), (b) the Sponsor's acceptance of this Offer, and (c) 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 93.75 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 \$Grant Amount.
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;
\$Grant Amount for airport development or noise program implementation; and
\$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, 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. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
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 Offer Expiration Date, 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 for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal

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

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. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
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 agreement.
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 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 a land project.

- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA, if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
- 20. Ban on Texting When 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 when driving in all subgrants, contracts, and subcontracts.
- 21. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated October 5, 2007, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
- 22. Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.

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

23. **2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.
24. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

SPECIAL CONDITIONS

25. **Current FAA Advisory Circulars for AIP Projects.** The sponsor 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 Required For Use In AIP Funded and PFC Approved Projects*, dated February 28, 2020, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
26. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
27. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.00 percent of United States

Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.50 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

28. **AGIS Requirements.** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
29. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. 47106(a)(6).
30. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will
 - A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. location of all runways, taxiways, and aprons;
 - b. dimensions;
 - c. type of pavement, and;
 - d. year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 - D. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 1. inspection date;
 2. location;
 3. distress types; and
 4. maintenance scheduled or performed.

E. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

31. Projects Which Contain Paving Work in Excess of \$500,000. The Sponsor agrees to:

- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

32. Plans and Specifications Prior to Bidding. The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

33. Grants Issued on Estimates. The Sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for Reconstruct Runway 1/19; and the parties agree that within 180 days from the date of acceptance of this Grant Offer, the Sponsor will receive bids for Reconstruct Runway 1/19 contained within the grant description. If, after the Sponsor has received bids, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater based on the actual bid prices received, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The Sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.

34. Small Airport Fund. The source of this grant may include funding from the Small Airport Fund.

35. Lighting. The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

#

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**

{Sig_es_:signer1: signature}}

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Dated `{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}`

JACKSON HOLE AIRPORT BOARD

(Name of Sponsor)

`{{Sig_es_:signer2: signature}}`

(Signature of Sponsor's Authorized Official)

By:

`{{N_es_:signer2: fullname}}`

(Typed Name of Sponsor's Authorized Official)

Title:

`{{*Ttl_es_:signer2: title}}`

(Title of Sponsor's Authorized Official)

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.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer3: fullname}}**, 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 Wyoming. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated **{{DateTime_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: _____

{{Sig_es :signer3: signature}}

(Signature of Sponsor's Attorney)

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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

CITY OF JACKSON, WYOMING

(Name of Sponsor)

{{Sig_es_:signer4: signature}}

(Signature of Sponsor's Authorized Official)

By:

{{N_es_:signer4: fullname}}

(Typed Name of Sponsor's Authorized Official)

Title:

{{*Ttl_es_:signer4: title}}

(Title of Sponsor's Authorized Official)

Attested By:

{{Sig_es_:signer5: signature}}

(Signature of Sponsor's Attestation)

{{N_es_:signer5: fullname}}

(Typed Name of Sponsor's Attestation)

{{*Ttl_es_:signer5: title}}

(Title of Sponsor's Attestation)

² 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.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer6: fullname}}**, 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 Wyoming. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated **{{DateTime_es :signer6:calc(now()):format(date," mmmm d, yyyy")}}**

By: _____

{{Sig_es :signer6: signature}}

(Signature of Sponsor's Attorney)

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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated {{DateTime_es_:signer7:calc(now()):format(date," mmmm d, yyyy")}}

COUNTY OF TETON, WYOMING

(Name of Sponsor)

{{Sig_es_:signer7: signature}}

(Signature of Sponsor's Authorized Official)

By:

{{N_es_:signer7: fullname}}

(Typed Name of Sponsor's Authorized Official)

Title:

{{*Ttl_es_:signer7: title}}

(Title of Sponsor's Authorized Official)

Attested By:

{{Sig_es_:signer8: signature}}

(Signature of Sponsor's Attestation)

{{N_es_:signer8: fullname}}

(Typed Name of Sponsor's Attestation)

{{*Ttl_es_:signer8: title}}

(Title of Sponsor's Attestation)

³ 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.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer9: fullname}}**, 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 Wyoming. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated **{{DateTime_es :signer9:calc(now()):format(date," mmmm d, yyyy")}}**

By:

{{Sig_es :signer9: signature}}

(Signature of Sponsor's Attorney)



ASSURANCES

AIRPORT SPONSORS

A. General.

1. 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.
2. 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.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

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

1. General Federal Requirements.

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

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.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
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.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.¹²
- 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 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

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. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

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

19. Operation and Maintenance.

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.

- i. 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.
- b. 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.
 - c. 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. 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 by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

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

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

30. Civil Rights.

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

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“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.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

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

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

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

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

39. Competitive Access.

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



FAA Airports

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

Updated: 2/28/2020

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

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

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

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

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

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

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



JOINT INFORMATION MEETING AGENDA DOCUMENTATION

PREPARATION DATE: September 8, 2020
MEETING DATE: September 14, 2020

SUBMITTING DEPARTMENT: Planning
DIRECTORS: Chris Neubecker, Tyler Sinclair
PRESENTER: Tyler Sinclair

SUBJECT: Update to Affordable Workforce Housing Mitigation Standards: Revisiting Mitigation Rates

STATEMENT/PURPOSE

The FY2021 Work Plan includes a task to revisit the current structure and rates for affordable workforce housing mitigation required by the Land Development Regulations. The purpose of this meeting is to describe the process for considering amendments to the current housing mitigation rates.

BACKGROUND/STAFF ANALYSIS

Staff has summarized the history of housing mitigation policy in the Town and County to provide relevant context and ensure understanding of the historical and current housing mitigation requirements in the community prior to discussion of adjustments to the mitigation rates at a future meeting.

Housing Mitigation Standards 1995-2017

In 1995, community-wide employee and affordable housing standards were established as requirements on new development to address local affordable workforce housing issues. The regulations required residential developers to provide some affordable housing for year-round workers and nonresidential developers to provide some employee housing for seasonal workers. By 2017, the regulations in effect required that 25% of all new housing stock be made available at affordable prices. That is, 25% of all new residential units were required to be affordable through permanent deed restriction managed by the Jackson/Teton County Housing Department. For nonresidential development, the employee housing requirement was determined by calculating the number of peak season employees in need of housing, accounting for those who may already live in the community, and accounting for average wages paid by various land uses. This seasonal employee generation requirement yielded an average employee mitigation rate of 13% across industries. The rate varied by industry, depending on an industry's reliance on seasonal vs. year-round workers. These standards were based on the Affordable Housing Needs Assessment and Seasonal Employee Housing Needs Assessment found in Appendix D of the 2012 Comprehensive Plan.

The intention of the 25% restriction on residential development was that new residential development would address the resulting permanent long-term housing needs new development. However, this approach was limited because if housing growth is slower than job growth, then the gap between job generation and affordable

workforce housing construction will grow. During the time these standards were in effect, job growth did exceed affordable housing growth and the existing housing needs gap in the community expanded. Between 2007 and 2017, approximately two hundred (200) housing units were provided through housing requirements in the Land Development Regulations (LDRs), constituting about 25% of total housing units produced in that time. Between 1995 and 2017, the percentage of the workforce living locally continued to decline annually.

With the adoption of the Jackson/Teton County Comprehensive Plan in 2012, the community resolved to address its local workforce housing issue by setting a goal to house at least 65% of local employees within the community. The benefits of a locally housed workforce on protecting community character and reducing impacts of growth are extensive and important. The 2012 Comprehensive Plan and the 2015 Housing Action Plan both commit to continue using housing provision requirements in the Land Development Regulations as a tool to meet the community's 65% local workforce target through the production of affordable workforce housing.

In 2017, the community reevaluated its affordable and employee housing regulations through Engage 2017, which produced significant input from the public on issues with the existing housing program. Subsequently, the Town Council and Board of County Commissioners provided policy direction on ten policy questions that would inform an update to the LDRs on housing standards. The result of the update was adoption of Division 6.3 Affordable Workforce Housing Standards in both the Town and County LDRs on July 18, 2018 which remain in effect today.

2018 Housing Mitigation Policy

While the goal of the 2018 housing mitigation requirements remains largely unchanged from 1994, the result of the Engage 2017 process includes changes in *how* and *what amount* of housing demand generated by development is required to be mitigated. The 2018 Affordable Workforce Housing Standards are a shift from the prior inclusionary zoning approach to a mitigation strategy requiring developers to offset a percentage of the fulltime, year-round employees generated by the development and use. The intent of this shift was to ensure that housing is provided concurrently with the creation of new jobs, rather than waiting for residential development to produce the necessary affordable workforce housing. Through the Engage 2017 process, the community decided that the new development or change in use creating new jobs should be responsible for housing the new workers who cannot afford market rate housing. The decision reduced the affordable housing requirement on market rate residential development and was paired with updates to Town zoning allowances and incentives to encourage residential development in the community. Additionally, the update removed mitigation requirements for the generation of seasonal workers. This change reflected a policy decision to instead allow market housing solutions for these seasonal workers and to focus mitigation efforts on housing the year-round workforce.

The updated LDRs require developers of both residential and nonresidential projects to provide affordable workforce housing to mitigate a portion of the housing demand generated by the development for year-round employees who cannot afford market rate housing. This data and resulting mitigation rates were calculated through the 2013 Teton County and Town of Jackson Employee Generation Land Use Study ("Nexus Study") of the local workforce. The result of these changes is that housing requirements for multi-unit residential development have decreased, housing requirements for single-family residential development have roughly stayed the same, and housing requirements for nonresidential uses have increased.

The current mitigation rates were based on this policy direction shift and analysis of the increasing gap in affordability. Staff initially proposed a new mitigation rate for all types of development that would require the provision of housing for 73% of all year-round workers generated by the development. 73% was determined to be the average percentage of local year-round workers who could not afford market housing. The number of employees generated by a development varies by industry because some industries have more year-round employees per square foot and more employees in certain industries can afford market housing. For instance, a restaurant use requires more employees per square foot than an industrial use because the Nexus Study tells us that more employees are generated by development of a restaurant than an industrial business of the same size. This initial proposal represented an increase in affordable housing required for overall development throughout the community. The proposal also required that a greater percentage of required units serve lower income residents, citing the needs identified in the 2013 Nexus Study.

Much of the discussion during consideration of staff's initial proposal weighed potential impacts of the update on physical and economic growth compared to the benefits on the quality of life and growth management common values of the Comprehensive Plan. Staff offered that this mitigation rate would allow affordable housing growth to begin to catch up with the rapid job growth and commensurate housing need over the preceding years.

During joint review of the proposed Affordable Workforce Housing Standards in 2018, both the Board of County Commissioners and the Town Council elected to reduce the proposed mitigation rate for nonresidential, nonlodging uses from the proposed 73% of year-round employees generated. The Town Council reduced the mitigation rate to 55%, while the County ultimately reduced it to 48%. The County also added a mitigation exemption for private schools and for single-family houses of 2,500 sf or less.

The table below includes a summary of the current housing mitigation requirements. The gray columns explain the breakdown of employees generated by use and by year-round vs. seasonal. About 75% of year-round employee generation is from nonresidential development, while 5% is from lodging and 20% is from residential. Overall, the current percentages of housing demand mitigation in the Town (36%) and County (33%) are nearly equal to the 1994 LDRs (33%), however, as described above, the method and distribution of the rates have shifted. For more information on the history and policy direction behind the 2018 housing requirements refer to the [Housing Requirements Project Page](http://jacksontetonplan.com/161/Housing-Requirements) on jacksontetonplan.com (direct link: <http://jacksontetonplan.com/161/Housing-Requirements>).

Comparison of Housing Demand Required to Be Supplied (Mitigation Rates)				
	Year-round Employees	Total Employees	% of Housing Demand Required to be Supplied	
			Town	County
Year-Round Employee Housing Demand	100%	60%	60%	54%
- Nonresidential	75%	45%	55%	48%
- Lodging	5%	3%	73%	73%
- Residential	20%	12%	73%	73%
Seasonal Employee Housing Demand	n/a	40%	0%	0%
Overall	n/a	100%	36%	33%

Revisiting Mitigation Rates

Upon adoption of these regulations in 2018, a few members of the Wyoming Legislature became interested in our local Housing Mitigation Program and expressed interest in prohibiting municipalities and counties from imposing affordable housing exactions. As a result, the Town and County committed to revisiting assessment of local mitigation rates. This item was listed on the FY21 Work Plan with a goal of completion prior to the 2021 Wyoming Legislative Session.

This item was introduced for discussion at the [August 3, 2020 JIM](#) where the Board of County Commissioners and Town Council provided the following direction:

- Scope: Adjustment to current mitigation rates using available data. This would allow the boards to focus only on adjustments they may want to make based upon the current Housing Nexus Study and information from the Engage 2017 update process.
- Joint coordination and discussion, with mitigation rates amended individually if consistency cannot be achieved.
- Timeline: Complete by January 2021

And approved the following motion:

I move to direct staff to proceed with a review and update to the Town and County Affordable Workforce Housing Standards as discussed in this meeting and described below:

- *To review a short-term adjustment in non-residential mitigation rates*

- *To review opportunities to increase mitigation for larger single-family residential under the current nexus study*
- *To bring back to the joint boards for consideration*

ATTACHMENTS

Public Comment

STAKEHOLDER ANALYSIS

All Town and County residents, businesses, and property owners.

PUBLIC COMMENT

There has been public comment on the Town and County Housing Mitigation requirements, but none specific to this review and update since it has not yet begun. Written comment received by Planning Staff as a general response to revisiting mitigation rates is attached to this staff report.

FISCAL IMPACT

This item is managed by Planning Staff, but if complex technical updates to the Housing Mitigation Calculator are needed to reflect structural amendments to Affordable Workforce Housing Standards, \$5000 will be requested for a consultant to codify those changes. Funding is anticipated to be split 50/50 between Town and County.

STAFF IMPACT

The FY21 Work Plan indicates that an update to the Workforce Housing mitigation LDRs will require 310 staff hours spread among the Long-Range Planners, Town Planning Director and Community Development Director, County Planning Director and the Housing Department.

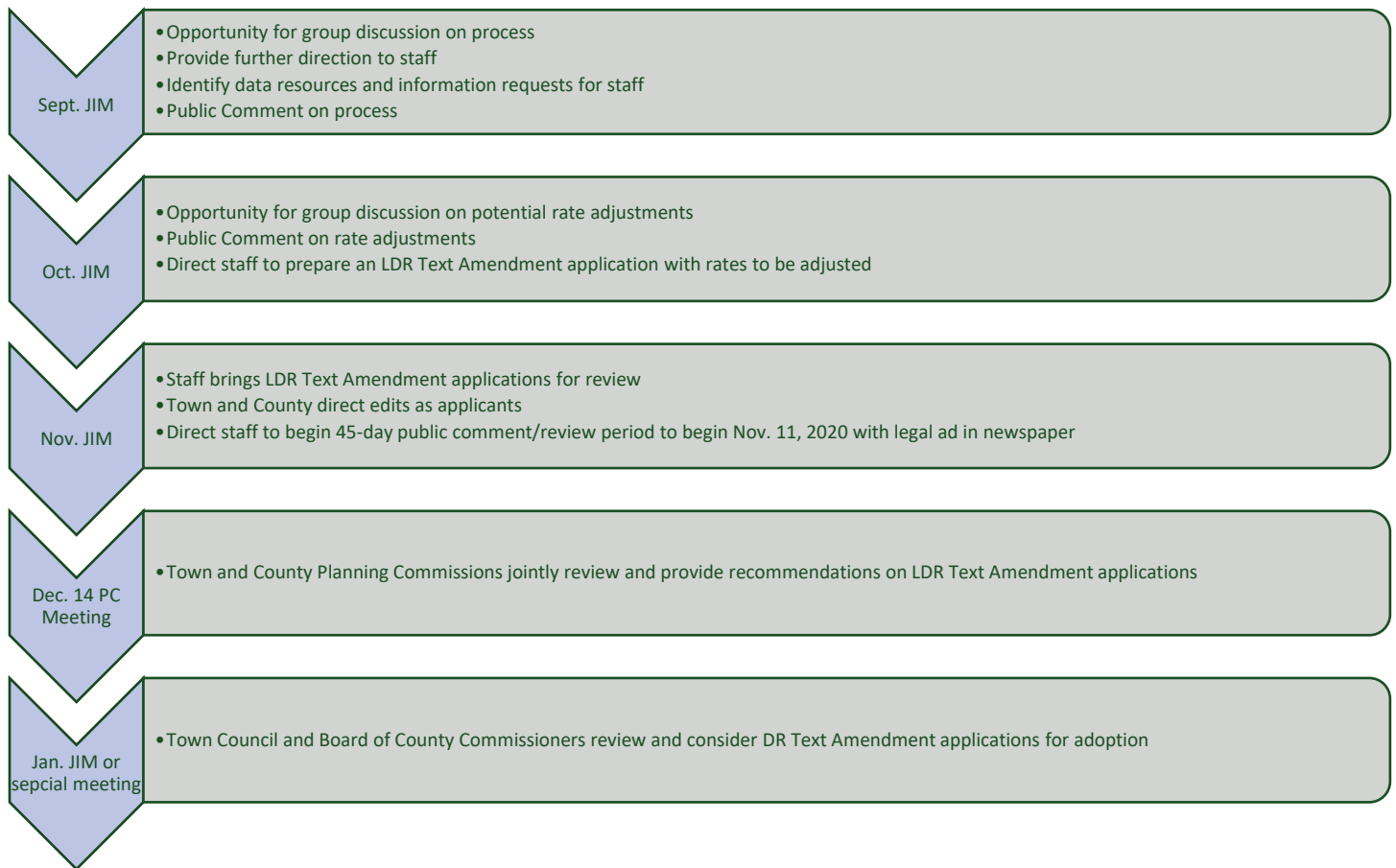
LEGAL REVIEW

County: Gingery

Town: Not required.

STAFF RECOMMENDATION

In consideration of the time limits and resources for this project, Staff recommends that this amendment be limited to adjusting the mitigation rates to change the amount of affordable workforce housing required for new development or change of use. This would only impact Section 6.3.3. of the Land Development Regulations (for both the Town and County) by adjusting the percentage of employees generated by development and use that is required to be mitigated. The scope and methodology for this update will be discussed at future meetings, but does correlate to the following process/timeline recommended by staff for review at this September JIM.



Options for Next Steps:

- 1) Schedule a special JIM (2-3 hours) in October to provide direction (staff's recommendation), or
- 2) Discuss separately at scheduled Town and County meetings then jointly at the October 5, 2020 JIM or specially scheduled October JIM. Joint discussion is recommended by staff for consistency of application throughout the community and for consistency of discussion at the state level. However, the Town and County currently do not share the same mitigation rates for nonresidential uses and there is no requirement that adjusted rates match.

Staff recommendation is that public comment be allowed at the JIMs or separate Town and County meetings, but no independent public information sessions or stakeholder groups be utilized due to the limited scope and time constraints associated with this item.

Per direction at the August 3, 2020 JIM, this short-term process will be followed at a future date with a long-term more comprehensive evaluation of Town and County Affordable Workforce Housing Standards based on updated data including an updated Housing Nexus Study.

SUGGESTED MOTIONS

County Motion

I move to direct staff to proceed with a review and update of the County Affordable Workforce Housing Standards as discussed at this meeting and described below:

- Schedule October Special JIM (2-3 hours) for October ____ at ____.

Town Motion

I move to direct staff to proceed with a review and update of the Town Affordable Workforce Housing Standards as discussed at this meeting and described below:

- Schedule October Special JIM (2-3 hours) for October ____ at ____.

ATTACHMENT: PUBLIC COMMENT



Subject: Housing Mitigation Rate Review

8/17/2020

Dear Members of the Town Council and Board of County Commissioners,

Throughout the Engage 2017 process, the following adoption of higher Housing Mitigation rates for business and the Legislative Session 2020, the Jackson Hole Chamber of Commerce has consistently supported Housing Mitigation as a tool for Teton County to create work force housing. However, we communicated our strong belief that raising the rates on business was the wrong thing to do, and the levels adopted were too high.

We know there is a very real pressure from the state legislature of a bill that would remove local control of housing mitigation as we approach the last quarter of 2020, and we believe all three of these observations are still true. As such we humbly suggest an efficient and expedient solution to the situation.

We suggest action to return the mitigation rates to the levels being used prior to the 2018 change. These rates created housing, were supported by businesses, and would avoid an unnecessary debate on a new, lower, interim set of rates to avoid potential legislative action.

We also suggest staff focus on getting ready for a 2020 Nexus Study which would include a complete analysis of the type and total contributions of businesses, not just employee generation.

Yours sincerely,

A handwritten signature in black ink that reads 'Anna Olson'. The signature is written in a cursive, flowing style.

Anna Olson
President/CEO
Jackson Hole Chamber of Commerce



TOWN COUNCIL



BOARD OF COUNTY
COMMISSIONERS

JOINT INFORMATION MEETING AGENDA DOCUMENTATION

PREPARATION DATE: September 2, 2020

MEETING DATE: September 14, 2020

SUBMITTING DEPARTMENT: Long-Range Planning

DEPT DIRECTORS: Tyler Sinclair & Chris Neubecker

PRESENTERS: Tyler Sinclair & Chris Neubecker

SUBJECT: NORTHERN SOUTH PARK – REQUEST FOR PROPOSALS
(AMD/P20-156) (MSC2020-0022)

PURPOSE/REQUESTED ACTION

The purpose of this joint meeting between the Board of County Commissioners and Town Council is to review and consider approval of a Request for Proposals (RFP) for a Neighborhood Plan for Northern South Park.

BACKGROUND

Comprehensive Plan Update

There has been much discussion and previous direction provided by the Board and Council on the desired future development and timing of development in Northern South Park through the update process for the 2012 Jackson/Teton County Comprehensive Plan ("Comp Plan"). Updates to the Comp Plan as directed by the Town and County elected officials are currently being reviewed by the public and joint Planning Commissions prior to final presentation at the October 5, 2020, Joint Information Meeting.

FY21 Work Plan:

At the July 6, 2020 JIM, the Town Council approved the FY21 Implementation Work Plan dated June 29, 2020 with the following amendments:

- To remove the Neighborhood Plans item for now and replace it with a Neighborhood Plan for Northern South Park only, with the details of process, timeframe and lead agency(ies) to be decided.

The Council found that the Neighborhood Planning process scope of work should be further discussed and decided separately from the Comp Plan Update and FY21 Work Plan as this is a more detailed discussion than is appropriate for the Comp Plan Update and is only one item included in the FY21 Work Plan.

Northern South Park Neighborhood Plan:

At the July 20, 2020 Town Council workshop, Council directed staff to prepare a scope of work and Request for Proposals for a Neighborhood Plan for Northern South Park which may include:

- Defined Project Goals and Objectives
- Density and land use options with complete neighborhood zoning, such as the new Town zoning
- Affordability Options and Analysis
- Job Generation Analysis
- Market Analysis and Projected Population
- Fiscal Impacts to the County, Town, and future residents
- Site design and general bulk and scale characteristics
- Multi-modal transportation connectivity and traffic impacts
- Community amenities and services (parks, schools, playgrounds, open space, etc.)
- Infrastructure (drinking water, sewer, drainage, electricity, etc.)
- Environmental impacts
- Implementation of Comprehensive Plan values
- Community and stakeholder engagement and participation

On August 17, 2020 the Town Council approved a motion to direct staff to prepare a draft scope of work and Request for Proposals for a Neighborhood Plan for Northern South Park to be presented at the September 14 Joint Information Meeting based upon the discussion held at the meeting, including clarification that commercial or institutional uses should be considered, and that it was not just a residential discussion.

In addition, on August 17, Council discussed and gave direction on the following questions to assist staff in providing a draft RFP for review at the September JIM. Staff has provided Council preference(s) in bold.

1. How should project oversight be handled for the project?
 - **Staff, along with a representative of both Elected Official bodies(y)**
2. What level of public engagement is desired?
 - **Option 3: 3-4 public workshops to assist in 1) the development of and 2) to review draft alternative plans and analysis prior to finalization and presentation to elected officials and planning commission**
3. What is the desired timeline for the project?
 - **Completed within 12 months from issuance of contract**
 - **To be determined later, based upon the agreed upon scope of work and contract**

In addition, Council discussed three possible management options for the RFP identified by Council previously for consideration and discussion. Council preference was for Option 1 with discussion of whether Option 2 would also be acceptable if appropriate opportunities for Town input and consideration of Town issues could be accommodated.

Option 1: A planning effort managed by our joint long-range planning staff, Board of County Commissioners, and Jackson Town Council; similar to those done in the past.

- Cost: shared 50/50 between the Town and County
- Timeline: potentially longer with Town and County coordination required
- Resources/Expertise: Town, County and joint staff would all be available bringing extensive experience in rural and urban planning and project oversight

- Community Benefit: Cooperative effort of the Town and County consistent with the Comp Plan; future rezoning would be the sole responsibility of the County unless land was annexed into the Town

Option 2: A planning effort managed by Teton County planning staff and Board of County Commissioners in consultation with the Jackson Town Council as a recommending body.

- Cost: paid for by the County
- Timeline: potentially shorter and more efficient with minimal town coordination required
- Resources/Expertise: County and joint staff would be available, experience in Town zoning and more urban infrastructure and design would be affected
- Community Benefit: More efficient project possibly leading to rezoning and development of the area sooner

At the July 21, 2020 Board of County Commissioners regular meeting, the Board approved the FY21 Work Plan dated June 29, 2020; the motion included the following amendment:

- To remove the Neighborhood Plans item for now and replace it with a Neighborhood Plan for Northern South Park only, with the details of process, timeframe, and lead agency(ies) to be decided.

In the same meeting, the Board directed staff to prepare a scope of work and Request for Proposals for a Neighborhood Plan for Northern South Park, to be presented to the Board of County Commissioners and Town Council for review and comment at a Joint Information Meeting for final consideration. The proposed scope of work may include:

- Defined Project Goals and Objectives
- Density and land use options with complete neighborhood zoning, such as the new Town zoning
- Affordability Options and Analysis
- Job Generation Analysis
- Market Analysis and Projected Population
- Fiscal Impacts to the County, Town, and future residents
- Site design and general bulk and scale characteristics
- Multi-modal transportation connectivity and traffic impacts
- Community amenities and services (parks, schools, playgrounds, open space, etc.)
- Infrastructure (drinking water, sewer, drainage, electricity, etc.)
- Environmental impacts
- Implementation of Comprehensive Plan values
- Community and stakeholder engagement and participation

On August 24, 2020, the Board of County Commissioners again discussed the Request for Proposals (RFP) for Northern South Park Neighborhood Plan. During the meeting, the Board clarified the expected planning process. The Board directed staff to prepare a draft scope of work and Request for Proposals for a Neighborhood Plan for Northern South Park to be presented at the September 14, 2020 Joint Information Meeting for consideration of approval and public release, which will include:

- Language from Option 2
A planning effort managed by Teton County planning staff and Board of County Commissioners in consultation with the Jackson Town Council as a recommending body.
 - Cost: paid for by the County
 - Timeline: potentially shorter and more efficient with minimal town coordination required

- Resources/Expertise: County and Joint staff would be available, experience in Town zoning and more urban infrastructure design would be affected
- Community Benefit: More efficient project possibly leading to rezoning and development of the area sooner
- The oversight of the project will be a Steering Committee along with a Stakeholder Committee
- The geographic scope of the plan shall be Subarea 5.6 with the opportunity for arterial connectivity, street connectivity, transportation, and transfers of density from Subarea 10.2
- 2-3 public workshops and completed within 8 months from contracting

STAFF ANALYSIS

Staff has provided below for consideration a summary of the key items associated with the RFP. Staff has provided their recommendation and an explanation **in bold** for each item along with additional options that may be considered by the boards. Staff recommends that the boards first work to find consensus on this list of items provided below then make a motion, if desired, to provide more specific changes to the draft RFP attached. Staff will update the draft RFP based upon the direction provided prior to issuance.

1. Staffing

○ **Staff Recommendation: Joint Long-Range, County and Town**

- Staffing would largely be the responsibility of the Joint Senior Long-Range Planner, with assistance from the County Planning Director and County Associate Long Range Planner, along with the Town Community Development Director. This will largely be a full-time job for the Joint Senior Long-Range Planner limiting the ability of the position to work on other County, Town or Joint projects.
- Joint Senior Long-Range Planner, and County Planning Director and County Associate Long Range Planner
- Joint Senior Long-Range Planner, and Town Community Development Director and other Town planning staff
- Other

2. Project Oversight/Management

○ **Staff Recommendation: Joint Senior Long-Range Planner, County Planning Director and County Associate Long Range Planner**

- Joint and County staff would be solely responsible for the oversight, management and timeline associated with the project. Teton County would enter into a contract with the consultant and be responsible for all aspects of the contract. County staff would be responsible to bill the Town for the agreed to amount of reimbursement.
- County Planning and Building Services Director and associated staff
- Town Community Development Director and associated staff
- Other

3. Neighborhood Plan Acceptance

○ **Staff Recommendation: County**

- County would be solely responsible for the acceptance of the Neighborhood Plan and completing all necessary Land Development Regulation map and text amendments to implement the Plan.
- Town would be solely responsible in deciding whether to connect any future development associated with the Neighborhood Plan to Municipal sewer, water, storm sewer, transportation network, and other infrastructure. In making this determination the Town will consider all of the elements included in the Plan, not limited to the impacts on municipal infrastructure. The Town will provide the County a detailed explanation/analysis for the basis of its decision.
- During Phase 5: Final Plan Review, the County and Town elected officials would first meet jointly for a Plan presentation, review of public comment, a question and answer session and

initial discussion. Second, the Town would meet individually and provide the County direction on the Plan as described. Third, the County would meet individually to consider acceptance of the Plan based upon Town and public input.

- Joint County and Town
 - County and Town jointly consider acceptance of the Neighborhood Plan in the same manner that all long-range planning efforts are completed, voluntarily between the two jurisdictions. The County would complete all necessary Land Development Regulation map and text amendments.
- County only; Town decides infrastructure connection issue at a later date.
- Town only; County provides a recommendation to the Town
- Other
- 4. Funding – Current Budgets County \$250,000 & Town \$150,000
 - **Staff Recommendation: County 62.5 percent and Town 37.5 percent, based on the current budget allocations**
 - This funding arrangement would mirror the allocated funding in County and Town Professional Service budgets
 - County 55 percent and Town 45 percent, based on County/Town population
 - County and Town 50 percent each
 - County and Town equally fund this project like some other joint long-range planning projects have been funded in the past
 - County, Town and Property owners contribute to the project
 - Other
- 5. Steering Committee
 - **Staff Recommendation: Maximum 5-7 community members, with no elected officials, no staff and no property owners**
 - The Steering Committee will provide input during the plan development process, to identify community issues and provide initial feedback on possible solutions.
 - Maximum 4-5 community members with 1 elected official from each the County and Town, no staff and no property owners
 - No Steering Committee, staff completes this role
 - Other
- 6. Stakeholders
 - **Staff Recommendation: 9-15 community members representing a broad array of community interests with property owners included**
 - The stakeholders will include representatives of various community groups and issues that may be impacted by the proposed plan, or who have particular interest in the plan, to ensure that relevant topics are discussed and community interests are represented early in the planning process. Stakeholders may include, but are not limited to, property owners, representatives from adjacent neighborhoods, advocacy groups, and community-based organizations.
 - No stakeholders, information will be gathered at public meetings and through the Planning Commissions and Elected Officials
 - Other
- 7. Public Engagement
 - **Staff Recommendation: 3-4 public workshops to assist in 1) the development of and 2) to review draft alternative plans and analysis prior to finalization and presentation to elected officials and planning commissions**
 - 1-2 public workshops to review draft alternative plans and analysis prior to finalization and presentation to elected officials and planning commissions
 - Other

8. Timeline

- **Staff Recommendation: 8-12 months for Plan completion, including LDR updates**
- 12 months for Plan completion
- To be determined based upon Scope of Work
- Other

RECOMMENDATION

The County Planning and Building Services Director and Town Community Development Director recommend the release of a Request for Proposals for the development of the Neighborhood Plan for Northern South Park based upon the direction provided in bold above.

ATTACHMENTS

Draft Request for Proposals - Neighborhood Plan for Northern South Park, September 14, 2020

STAKEHOLDER ANALYSIS

The entire Teton County and Town of Jackson community is a stakeholder.

PUBLIC COMMENT

None received to date.

FISCAL IMPACT

The County has allocated \$250,000 and the Town \$150,000 in their Planning Department FY21 Professional Services Budgets for Neighborhood Plans. The actual project amount and cost share, if any, between the Town and County would be determined at the time of contract award.

STAFF IMPACT

Staff impact for this project will be substantial in terms of hours allocated as seen below from the FY21 Long Range Planning Work Plan. This information assumes a joint project; if the project is solely a Town or County project the hours and funding would need to adjust accordingly.

<i>Progress</i>	0%	
<i>Timeframe</i>	July 2020-June 2021	
<i>Task Lead</i>	Long-Range Planning	
<i>Resources</i>	<i>FY21</i>	<i>Total</i>
<i>Consulting Services (County)</i>	\$250,000	\$250,000
<i>Consulting Services (Town)</i>	\$150,000	\$150,000
<i>Long-Range Planning</i>	960 hrs.	960 hrs.
<i>County Planning Director</i>	200 hrs.	200 hrs.
<i>Town Planning Director</i>	100 hrs.	100 hrs.
<i>Town Dev. Director</i>	200 hrs.	200 hrs.
<i>County Planning</i>	40 hrs.	40 hrs.
<i>Town Planning</i>	40 hrs.	40 hrs.

LEGAL REVIEW

Gingery

SUGGESTED MOTIONS

Teton County

I move to direct staff to complete a Request for Proposals for a Neighborhood Plan for Northern South Park as presented subject to the review and approval of the Teton County Attorney's Office including the following changes:

and to release the Request for Proposals by September 21, 2020 with responses due by 4:00 pm on October 19, 2020.

Town of Jackson

I move to direct staff to complete a Request for Proposals for a Neighborhood Plan for Northern South Park as presented including the following changes:

and to release the Request for Proposals by September 21, 2020 with responses due by 4:00 pm on October 19, 2020.

Request for Proposals
Neighborhood Plan – Northern South Park
DRAFT



September 14, 2020

SECTION ONE: INTRODUCTION

Teton County intends to enter into a contract with a consultant to develop a Neighborhood Plan for approximately 225 acres of land located in the unincorporated area of Teton County, Wyoming immediately adjacent to the corporate boundaries of the Town of Jackson.

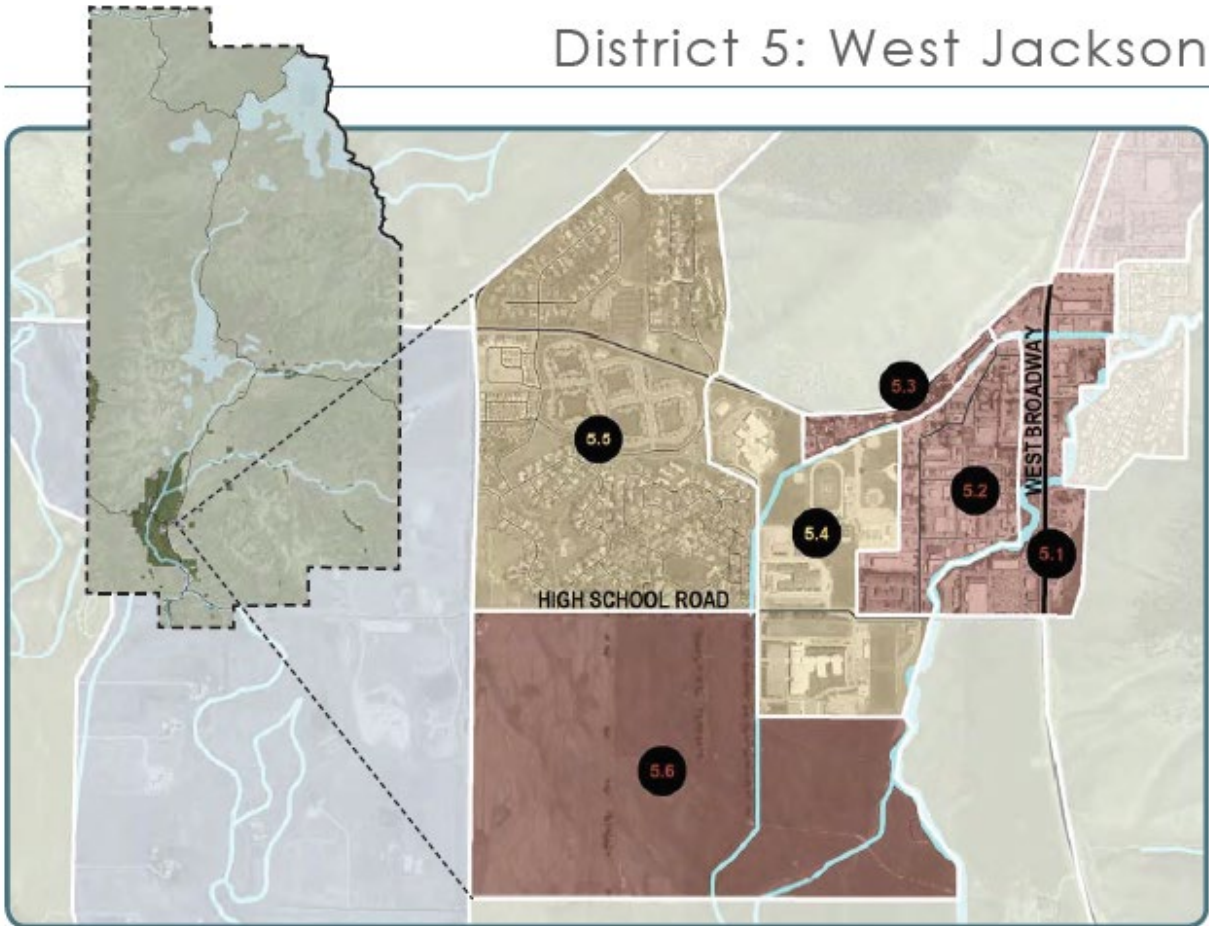
The Town of Jackson is the sole municipality within Teton County, Wyoming. The Town of Jackson and Teton County conduct joint planning through their joint 2012 Comprehensive Plan.

Teton County and the Town of Jackson (County and Town) are seeking a qualified, multi-disciplinary planning consulting firm to develop a neighborhood plan (the Plan) for the Northern South Park area. Interested firms and consultants should have significant expertise in neighborhood planning, affordable housing and multi-modal transportation. The Plan will provide a holistic approach to the future development on 225 acres of undeveloped land that will complement and enhance existing residential development in Teton County and the Town of Jackson (see the map below for the area labeled 5.6 in dark pink). The County and Town seek the services of a team with considerable experience in community engagement/participation, visioning, planning, design, affordable housing, and market analysis to develop the neighborhood plan.

The Plan will focus on physical design, both public and private realm and site planning, as well as developing the related policies and tools necessary for successful implementation. The primary goal is to develop a community vision for this area, and to expand the affordable and workforce housing development opportunities in the community consistent with the vision and chapter goals identified in the soon to be updated 2012 Jackson/Teton County Comprehensive Plan. The Plan will include an implementation component describing a path forward for the rezoning and development of the area.

The result of this process will be to create a neighborhood planning document consistent with the 2012 Jackson/Teton County Comprehensive Plan, Jackson Teton County Integrated Transportation Plan and Jackson /Teton County Housing Action Plan all found at www.jacksontetonplan.com. Joint long-range planning staff will manage and direct the work of consultants, with public participation and involvement sought at strategic steps along the way. The contractual relationship will be between the consultant and Teton County.

District 5: West Jackson



Background Information

Teton County is a year-round resort community, located in the northwestern corner of Wyoming. In the summer, tourists experience our County as the southern gateway to Grand Teton and Yellowstone National Parks, while winter visitors enjoy three world class ski resorts. Approximately 97% of the land within the county is held in public ownership – National Park, National Elk Refuge, and National Forest.

Teton County is comprised of the town of Jackson (the county seat and only incorporated community), and the Census Designated Places of Alta, Moose Wilson Road, Teton Village, Rafter J Ranch, Kelly, Wilson, South Park, and Hoback. The estimated population of Teton County, Wyoming is approximately 23,081 people.

Our Comprehensive Plan establishes a goal of ensuring at least 65% of the workforce lives locally in Teton County, WY to maintain the “community first, resort second” character of the valley. When the community identified loss of local workforce as an important issue in the early 1990s, over 85% of the workforce lived locally. The goal of the community is to have at least 65% of our workforce living locally; currently that number stands at around 56%. The percentage of the workforce living locally is the primary target for achieving the Quality of Life envisioned in the Comprehensive Plan. The community sees the project area and the proposed neighborhood plan as a critical opportunity to add significant affordable and workforce housing to address the 65% workforce housing goal.

Scope of Work

The final product will consist of a plan narrative with maps, plans, sections, renderings, architectural standards, and strategies as necessary to enable the Plan to be implemented. All electronic and other plan data (preferably Adobe Creative Suite, GIS, and Microsoft Office) generated by the consultant will be provided to and become the property of the County at the end of each phase, for the purpose of reproduction, reuse, and repurposing by County staff.

The work will take place in five distinct phases to avoid delays and help the County plan more effectively in preparation for the final draft. The meeting schedule is subject to change according to needs determined by County staff in consultation with and based on suggestions or recommendations from the consultant, however the Plan is expected to be completed within eight (8) months, followed by adoption of any necessary zoning or amendments to the Land Development Regulations. The work will include the active involvement of Long-Range Planning staff to manage the project, consultant team, and coordination within all applicable Town and County departments, as well as the involvement of the County Public Information Specialist who can manage community outreach.

Phase One (approximately 10% of project value)

Phase One of the project is expected to take approximately one month and span the project kick-off, Steering Committee identification, and document review.

1. Internal Kick-Off Meeting: The consultant will meet with County staff who will present the general idea and scale of the project elements and mission. A project timeline will be developed outlining the steps of the process. The details of the scope of work, plan elements, and engagement process may be refined at this meeting.
2. Steering Committee Identification: Planning staff will assist in identification of the appropriate Steering Committee to be established to provide project oversight. Committee members will be selected by the Town and County elected officials. The committee will include no more than 5-7 community representatives representing a diversity of community interests. The purpose of the committee will be to assist the consultant team and staff with overall project direction and guidance. The Steering Committee will provide input to staff and the consultant during the plan development process, to identify community issues and provide initial feedback on possible solutions.
3. The Steering Committee will not include members of the Teton County Board of County Commissioners or Jackson Town Council. County, Town and Joint Long-Range Planning staff will work with and support the committee but will not be Steering Committee members. The Steering Committee will not make any recommendations to decision-makers as a group during any portion of the process.
4. Stakeholder Identification: The Steering Committee along with staff will identify appropriate stakeholders representing a broad array of community interest to be interviewed with a minimum of 9 and maximum of 15 stakeholders to be selected, including representatives of the property owners.
5. Stakeholder Interviews: Stakeholders will be interviewed to understand what goals, ideas, or concerns they have for the project area. The setting and format of these interviews may be flexible, and may not be completed in this phase, depending on the schedules and needs of those involved.

6. **Data Collection and Review of Existing Documents:** This portion of the project will establish a baseline of information on existing conditions of the area. This includes the physical conditions above and below grade, social, demographic, and economic conditions, and documentation of the range of pressures driving new development, as well as the impact that development in this area is expected to have on the local and regional environment and transportation system. Existing conditions information will be collected from a variety of sources, including current Town and County baseline information, previous planning studies and documents, and physical observation. Information to be reviewed and assessed includes, but is not limited to the following:
 - a. Existing plans for the project area, including any plans for circulation and development envisioned for the area
 - b. Existing zoning, easements, or restrictions as they pertain to project areas and surrounding area
 - c. Zoning analysis, build-out analysis, and infrastructure analysis
 - d. Environmental analysis
 - e. Traffic data as it pertains to the larger project area
 - f. Utility plans, existing and proposed
 - g. Comprehensive Plan sub-area plans
 - h. Market analyses and demographic data, including any projections
 - i. Any constraints mapping conducted by others
 - j. Affordable Workforce Housing studies and plans
 - k. Pathways Master Plan

Phase Two (approximately 20% of project value)

Phase Two of the project will consist of two parts.

1. **Analysis and Evaluation:** The documents collected in the data collection and review step of Phase One will be analyzed and evaluated for how they will impact the development of the plan and supporting regulations. Existing conditions for topics including traffic and natural resources will be analyzed to identify “hot spots” that need attention. The physical constraints of the existing conditions will be documented, including traffic conditions, environmental resources, easements, infrastructure, views, etc.
2. **Public Orientation:** This first public meeting led by the consultant (in person or digital, to be determined) will offer the opportunity for presentation of the results of the data collection and analysis/evaluation effort and will outline the expectations/goals of the Plan to set the stage for conceptual development. The primary goal of the meeting will be to establish an “educational baseline” for the Steering Committee and interested residents so there is a common understanding of the goals and the process. This meeting is intended to explain the project and establish a shared community understanding of the purpose, process, roles, and opportunities for community involvement. Analysis of existing physical conditions and background information on place-making and urban design concepts will be presented and provide community members the opportunity to ask questions and gain further understanding. The primary outcome of this meeting is to set the process framework for the course of the planning process and design work, and clearly establish the necessary feedback loops for public input.

The consultant will also facilitate discussion among the participants to determine additional issues and opportunities for the plan, drilling down into the trade-offs of the question of “what makes a place livable?” with the goal of reaching a consensus around an initial framework for the future design work.

Additional meetings, interviews, and discussions can be facilitated by County staff as needed. The consultant should conclude Phase Two with sufficient understanding and explanatory materials to support the development of plan alternatives in Phase Three, including a solid understanding of the community’s values and expectations for this area.

Phase Three (approximately 40% of project value)

The third phase is defined by the development of a minimum of 3 alternative development scenarios by the consultant working closely with the Steering Committee and staff. Each scenario will include an explanation of how the alternative is able to meet the vision for the area, establish the urban design framework, and identify potential land use patterns with varying density, layout and affordability options. Specific issues to be addressed by all alternatives will include, but are not necessarily limited to the following:

- a. Defined Project Goals and Objectives
 - Points of conflict among community desires, with possible design adjustments or policy tools to enable the project to reach overarching goals, or clarification of the trade-offs necessary to achieve specific interests.
- b. Density, use, and other potential zoning standards based on either existing Complete Neighborhood zone districts, such as the new Town zoning, or the creation of new zones to address the specific goals and needs of Subarea 5.6
- c. Affordability Options and Analysis
- d. Job Generation Analysis
- e. Market Analysis and Projected Population
- f. Fiscal Impacts to the County, Town, and future residents
- g. Site design and general bulk and scale characteristics
- h. Multi-modal transportation connectivity and traffic impacts
 - Pedestrian and bicycle connections to adjacent and regional community amenities and facilities;
 - Walkability of the area, with an eye toward increasing pedestrian safety within the development and at the surrounding connector roadways;
 - Bike-ability of the area, including evaluation of measures such as shared lanes/shared bicycle paths, dedicated bike lanes or routes, or off-street facilities, as well as a combination of those strategies aimed at integrating bicycle mobility into the greater region as a viable alternative;
 - Traffic impacts associated with the larger area, and connectivity analysis served by multiple redundant facilities and non-vehicular modes;
 - Ability to integrate transit service into the study area
 - Standards for connecting developments within Subarea 5.6 even when done by different landowners and at different times;
- i. Community amenities and services (parks, schools, playgrounds, open space, etc.)
- j. Infrastructure (drinking water, sewer, storm water drainage, electricity, natural gas, etc.)
- k. Environmental impacts

- l. Neighborhood commercial and community institutional needs analysis
- m. Implementation of Comprehensive Plan values
- n. Community and stakeholder engagement and participation

Alternatives Presentation and Public Input: The consultant will lead at least two public presentation(s) (in person or digital, to be determined) of the alternatives developed. The presentation should cover all elements of the alternatives described above including planning, transportation, economic, and environmental proposals, as well as other development standards. Three-dimensional renderings will be used in addition to plan drawings and statistical documents to enable all participants to visualize and provide comment on the alternatives. The public will be given an opportunity to provide input on the alternatives to inform which alternative, or combination of alternatives should be advanced to complete the Plan. This process will be transparent with all community members having opportunity for input into their preferred alternative(s).

Phase Four (approximately 20% of project value)

Phase Four of the project involves the development of a draft Adoption Plan.

1. Draft Plan: Specific issues to be addressed in the plan will include, but not necessarily be limited to, those listed above in Phase 3 (alternative(s) development). In addition, the plan will include Policy recommendations for land use and zoning revisions or other amendments and resources necessary to implement the plan.
2. Steering Committee and Staff Review: The consultant will meet with the Steering Committee and staff to review the plan. The consultant will incorporate comments and edits consistent with the overall goal and complete an Adoption Draft for release to the public for review.

Phase Five (approximately 10% of project value)

The fifth and final phase would consist of at least three (3) public meetings.

1. Public Unveiling. A public unveiling of the Adoption Draft Plan to the public, with opportunity for public input will be presented (in person or digitally, to be determined) and posted online.
2. Joint Planning Commissions. A similar presentation at a Joint or separate Planning Commission meeting(s) would provide the Adoption Draft Plan to the Town and County Planning Commissions for recommendation. The Commissions could choose to make one recommendation or separate recommendations as desired.
3. Board of County Commissioners and Town Council.
 - The County and Town elected officials would meet jointly for a Plan presentation, review of public comment, a question and answer session and initial discussion.
 - The Town would meet individually to review the entire Plan to provide the County direction on connection to Town infrastructure including but not limited to Municipal sewer, water, storm sewer, transportation network, and other infrastructure. In making this determination the Town will consider all aspects of the Plan and provide the County a detailed explanation/analysis for the basis of its decision on connection to Town infrastructure.
 - The County would meet individually to consider acceptance of the Plan based upon Town and public input.
4. Project Close-Out. Digital delivery of all files and images created for or used in the

Neighborhood Plan and a de-brief with the staff.

Plan Elements and Deliverables

The following elements will be required as part of the project, along with all review elements listed in the project Phases portion of the scope above. The plan development and refinement process should be completed within eight (8) months from signing of a contract. It is anticipated all five phases, including review and adoption by elected officials, should take approximately 8-12 months.

1. Defined Project Goals and Objectives
2. Density and land use maps and zoning
 - Future land use analysis, required building and/or structural elements, streetscape details, drainage and landscape design, and utility upgrades if necessary
3. Residential Affordability Analysis and Requirements
4. Job Generation Analysis
5. Market Analysis and Projected Population
6. Fiscal Impacts to the County, Town, and future residents
7. Site design and general bulk and scale characteristics
 - 2D fully colored/rendered illustrative master plan of the entire district at full build-out.
 - 3D images at eye/street level, including before and after visualizations of proposed network and streetscape changes.
 - 3D massing model (can be digital)
8. Multi-modal transportation connectivity and traffic plan
9. Community amenities and services plan (parks, schools, playgrounds, open space, etc.)
10. Infrastructure requirements and recommended upgrades (drinking water, sewer, drainage, electricity, etc.)
11. Environmental impact analysis
12. Development phasing plan for buildout of Subarea 5.6
13. Summary of the community and stakeholder engagement and participation
14. Policy recommendations for land use and zoning revisions or amendments, necessary to implement the plan.

Procedural Elements

The following procedural elements will be established as part of the project.

1. Billing will be submitted at the completion of each phase of work. The County will sign one contract with a lead consultant, and all sub-consultants will submit invoices through the lead consultant. The lead consultant will submit invoices to the County. This will be a lump sum contract; - there will be no reimbursable expenses as part of this contract.
2. Team lead attendance will be required at the Internal Kick-Off Meeting and at all public meetings (in person or digital, to be determined). Full team attendance will be required at certain meetings along the way. All public meetings shall include video broadcasting and an opportunity for the public to participate remotely.
3. Mandatory bi-weekly (or more frequent as needed) progress meetings (in person or digital, to be determined) and reports.
4. All workshops and public meeting materials and notices will be developed, prepared, and provided in a sufficient number by the consultant. Staff will assist with the selection of

meeting places or digital format, dates, and times.

Proposal Schedule

Key dates for this Request for Proposals:	
RFP Issued	09/21/2020
Deadline for Submitting Questions to RFP	10/9/2020 by 12:00 PM (MT)
Proposals Due	10/19/2019 by 4:00 PM (MT)
Anticipated Award of Bid	11/2/2020
Estimated Contract Award and Commencement Date	12/01/2020
Estimated Contract Completion Date	11/30/2021

Questions

Questions are due 10/9/2020 by 12:00 PM (MT) to be submitted through the Teton County www.PublicPurchase.com portal, to ensure that all potential consulting teams can see the question and answer.

SUBMITTAL CONTENT QUALIFICATIONS

Comparative Evaluation Criteria

The Comparative Evaluation Criteria set forth in this section of the RFP shall be used to evaluate responsible and responsive proposals.

All proposals will be reviewed by an evaluation committee composed of employees and elected or appointed representatives of the County and Town. Final selection will be based upon the evaluators' analysis of the information and materials required under the RFP and provided by the Proposers in their submissions. The evaluation committee will assign a rating/scoring of Highly Advantageous - 3, Advantageous -2 , Not Advantageous – 1, or Unacceptable - 0 to the comparative evaluation criteria.

The County will only award a contract to one responsive and responsible Proposer/Consultant. Before awarding the contract(s), the County may request additional information from the Proposer to ensure that the Proposer has the resources necessary to perform the required services. The County reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met. The Comparative Evaluation Criteria are:

Factor 1: Technical and Management Approach	
Highly Advantageous 3 points	The proposal demonstrates a comprehensive understanding of the Statement of Work (SOW) and a thorough attention to detail. The Plan is both cost effective and relevant to the County's specific needs.

Advantageous 2 Points	The proposal demonstrates a moderate understanding of the SOW and modest attention to detail. The Plan is not optimally cost effective and lacks certain aspects of relevance to County's specific needs.
Not Advantageous 1 Point	The proposal lacks a comprehensive understanding of the SOW and a thorough attention to detail and is neither cost effective nor relevant to the County's needs.

Factor 2: Key Personnel	
Highly Advantageous 3 points	<u>All</u> of the personnel identified by the proposer are proven to possess a <u>high level</u> of relevant experience and expertise that provides a <u>high level</u> of confidence that the consultant will successfully perform the scope outlined herein. Resumes are included in the proposal for all proposed personnel.
Advantageous 2 Points	<u>Most</u> of the personnel identified by the proposer are proven to possess a <u>high level</u> of relevant experience and performance. Resumes are included in the proposal for most of the proposed personnel. Some of these proposed personnel show an adequate level of relevant experience to successfully perform the scope outlined herein.
Not Advantageous 1 Point	<u>Relatively few</u> of the personnel identified by the proposer are proven to possess an <u>adequate level</u> of relevant experience. Resumes are not included for most of the proposed staff.
Factor 3: Placemaking	
Highly Advantageous 3 points	The proposal illustrates significant design skill, and a proven ability to create a sense of community and place.
Advantageous 2 Points	The proposal illustrates moderate design skill, and a proven ability to create a sense of community and place.
Not Advantageous 1 Point	The proposal does not clearly illustrate design skills, or a proven ability to create a sense of community and place.

Factor 4: Affordable and Workforce Housing	
Highly Advantageous 3 points	The proposal demonstrates a sophisticated understanding of strategies to ensure the permanent affordability and a variety of housing types within the neighborhood.

Advantageous 2 Points	The proposal demonstrates some understanding of strategies to ensure the permanent affordability and a variety of housing types within the neighborhood.
Not Advantageous 1 Point	The proposal demonstrates no understanding of strategies to ensure the permanent affordability and a variety of housing types within the neighborhood.

Factor 5: Relevant local and regional intelligence	
Highly Advantageous 3 points	The proposal demonstrates a clear and thorough understanding of applicable market conditions and development pressures in a rural resort community.
Advantageous 2 Points	The proposal demonstrates some understanding of applicable market conditions and development pressures in a rural resort community .
Not Advantageous 1 Point	The proposal does not demonstrate an understanding of applicable market conditions and development pressures in a rural resort community.

Factor 6: Workshop/Charrette based planning	
Highly Advantageous 3 points	The proposal demonstrates extensive experience (at least five years of successful work) in managing a community engagement process dealing with elected officials, community advocates and advisory committees, local and regional businesses, and resident groups.
Advantageous 2 Points	The proposal demonstrates experience (from three to five years of successful work) in managing a community engagement process dealing with elected officials, community advocates and advisory committees, local and regional businesses, and resident groups.
Not Advantageous 1 Point	The proposal demonstrates less than three years of experience in managing a community process dealing with elected officials, community advocates and advisory committees, local and regional businesses, and resident groups.

Factor 7: Relevant experience with context	
Highly Advantageous 3 points	The proposal demonstrates extensive experience (at least five recent projects) with successful plans produced for study areas comparable in scale and complexity.

Advantageous 2 Points	The proposal demonstrates experience (from three to five recent projects) with successful plans produced for a study area comparable in scale and complexity.
Not Advantageous 1 Point	The proposal demonstrates fewer than three examples of a successful plan produced for a study area comparable in scale and complexity.
Factor 8: Experience with multi-modal transportation solutions.	
Highly Advantageous 3 points	The proposal demonstrates significant understanding of the challenges faced by multi-modal transportation solutions, successfully incorporating pedestrian and bicycle- friendly transit-oriented neighborhoods.
Advantageous 2 Points	The proposal demonstrates understanding of the challenges faced by multi-modal transportation solutions, successfully incorporating pedestrian and bicycle- friendly transit-oriented neighborhoods.
Not Advantageous 1 Point	The proposal does not demonstrate understanding of the challenges faced by multi-modal transportation solutions, successfully incorporating pedestrian and bicycle- friendly transit-oriented neighborhoods.

Factor 9: Securing community benefits through advantageous development	
Highly Advantageous 3 points	The proposal demonstrates deep understanding of the challenges facing municipalities as they pursue future development through up-zoning undeveloped areas that could potentially secure community benefits, and offers a framework or suggestions for creative strategies, especially in the creation of public open space, and affordable lower- and middle-income (missing middle) housing for local residents and long term costs to the community.
Advantageous 2 Points	The proposal demonstrates some understanding of the challenges facing municipalities as they pursue future development through up-zoning undeveloped areas that could potentially secure community benefits, and offers a framework or suggestions for creative strategies, especially in the creation of public open space, and affordable lower- and middle-income (missing middle) housing for local residents, and long term costs to the community.

Not Advantageous 1 Point	The proposal does not address the issue of community benefits such as public open space, and affordable lower- and middle-income (missing middle) housing, and does not demonstrate understanding of the challenges faced by municipalities pursuing development that could secure such community benefits and the and long term costs to the community.
-------------------------------------	--

DRAFT