

Welcome and Call to Order by Mayor O. Stanhope Anthony III

*Invocation*

*Pledge of Allegiance*

A. Approval of Agenda

*Discussion and revision of the proposed agenda, including consent agenda; adoption of an agenda.*

- 1) Motion to adopt the agenda as proposed or amended

B. Public Comment:

1

*In accordance with City Council's policy, public comment is only taken at the second regular meeting each month. Any citizen who wishes to address Council must register with the City Clerk prior to 6:00 p.m. on the meeting night. The Mayor will call upon each individual during this portion of the meeting and will allow three (3) minutes to speak.*

C. Public Hearings:

- 1) Consideration of a proposed ordinance amending the zoning map of the City of Shelby, North Carolina (810 W. Dixon Blvd): Ordinance No. 21-2022 2-19
- 2) Consideration of a proposed ordinance amending the zoning map of the City of Shelby, North Carolina (845 N. Post Rd): Ordinance No. 22-2022 20- 36

D. Consent Agenda:

*Prior to approval and adoption of the agenda, a Council Member may move an item from the Consent Agenda to the regular agenda. Items remaining on the Consent Agenda will be considered collectively through a single motion and vote.*

- 1) Approval of the Minutes of the Regular Meeting of April 4, 2022 37 - 45

- 2) Approval of a resolution declaring April 10-16, 2022, as National Public Safety Telecommunicators Week and honor the men and women who serve as Public Safety Telecommunicators in our community: Resolution No. 29-2022 46 - 48

**E. Unfinished Business:**

- 1) SECOND READING – An Ordinance Amending Chapter 30 of The City of Shelby Code of Ordinances: Ordinance No. 20-2022 49 - 51

**F. New Business:**

- 1) Consideration of appointments to City advisory boards and commissions: 52 - 56
- a) Keep Shelby Beautiful Commission
- 2) Approval of a resolution requesting the North Carolina General Assembly to amend the City of Shelby, North Carolina charter to provide that the City Manager shall appoint the City Clerk: Resolution No. 30-2022 57 - 58
- 3) Approval of a resolution for approving the submission of the City of Shelby 2021 Local Water Supply Plan: Resolution No. 31-2022 59 - 68
- 4) Shelby-Cleveland County Regional Airport T-Hangar Construction: 69 - 75
- a. Approval of a Resolution Accepting and Entering into an Agreement with the North Carolina Department of Transportation to Accept Grant Funding for the Shelby-Cleveland County Regional Airport Grant No. 36237.16.17.1: Resolution No. 32-2022
- b. Approval of a Resolution Accepting and Entering into an Agreement with the North Carolina Department of Transportation to Accept Grant Funding for the Shelby-Cleveland County Regional Airport Grant No. 36237.16.17.2: Resolution No. 33-2022

G. City Manager's Report 76

H. Council Announcements and Remarks 76

I. Adjournment: 76

*To adjourn a meeting of City Council, a majority of the Council Members must vote for a motion to adjourn.*

1) Motion to adjourn

City of Shelby  
Agenda Item Summary  
April 18, 2022  
Council Chambers

**B. Public Comment:**

*In accordance with City Council's policy, public comment is only taken at the second regular meeting each month. Any citizen who wishes to address Council must register with the City Clerk prior to 6:00 p.m. on the meeting night. The Mayor will call upon each individual during this portion of the meeting and will allow three (3) minutes to speak.*

***A reminder that it has been past practice of City Council to only listen to public comment without reply except to refer citizens with requests and concerns to the Office of the City Manager so that they may be addressed in a timely fashion or included on a future agenda for consideration by Council. If this is warranted and directed by City Council.***

City of Shelby  
Agenda Item Summary  
April 18, 2022  
Council Chambers

C. Public Hearings:  
Agenda Item C-1

- 1) Consideration of a proposed ordinance amending the zoning map of the City of Shelby, North Carolina (810 W. Dixon Blvd): Ordinance No. 21-2022

**Presenting: (Walter Scharer, Planning Director)**

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- Memorandum dated April 11, 2021 from Walter Scharer, Planning Director to Rick Howell, City Manager
- General Application (**REZONE FROM RO TO GB2**)
- Staff Report
- Location Map
- Zoning Map
- Future Land Use Map
- Planning and Zoning Board Minutes
- Certified Recommendation
- Notice of Public Hearing
- Ordinance No. 21-2022

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City Manager's Recommendation / Comments

This time is scheduled on the agenda for City Council to conduct the required public hearing in accordance with the NC General Statutes. Following the conclusion of the hearing the Council may act on the item under consideration. A certified recommendation from the Planning and Zoning Board is included as part of the packet. I would call attention to Mr. Scharer's memorandum noting that the zoning map amendment is **inconsistent with the Comprehensive Land Use Plan**. The Planning and Zoning Board unanimously recommends disapproval of the rezoning. I would note that the recommendation of the Planning and Zoning Board is advisory in nature only and that as a legislative matter Council has broad discretion to take action it believes is in the best interests of the City. That being said City Council has adopted plans and established an advisory board for the purposes of providing reasonable guidance in the decision-making process.

**I would note that when considering the rezoning a parcel Council must and should consider the broad range of uses permitted within the proposed zoning district. In this case from RO to GB2. Although the stated and intended use is a salon/tattoo spa once rezoned the owner could seek permits for any permitted use within the district.**

City of Shelby  
Agenda Item Summary  
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The following excerpt from the NC General Statutes is provided as a reminder as to the statutory guidance provided to Council when considering changes in zoning and development regulations.

**§ 160D-605. Governing board statement.**

**(a) Plan Consistency.** – *When adopting or rejecting any zoning text or map amendment, the governing board shall approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive plan. The requirement for a plan consistency statement may also be met by a clear indication in the minutes of the governing board that at the time of action on the amendment the governing board was aware of and considered the planning board's recommendations and any relevant portions of an adopted comprehensive plan. If a zoning map amendment is adopted and the action was deemed inconsistent with the adopted plan, the zoning amendment shall have the effect of also amending any future land-use map in the approved plan, and no additional request or application for a plan amendment shall be required. A plan amendment and a zoning amendment may be considered concurrently. The plan consistency statement is not subject to judicial review. If a zoning map amendment qualifies as a "large-scale rezoning" under G.S. 160D-602(b), the governing board statement describing plan consistency may address the overall rezoning and describe how the analysis and policies in the relevant adopted plans were considered in the action taken.*

**(b) Additional Reasonableness Statement for Rezonings.** – *When adopting or rejecting any petition for a zoning map amendment, a statement analyzing the reasonableness of the proposed rezoning shall be approved by the governing board. This statement of reasonableness may consider, among other factors, (i) the size, physical conditions, and other attributes of the area proposed to be rezoned, (ii) the benefits and detriments to the landowners, the neighbors, and the surrounding community, (iii) the relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment; (iv) why the action taken is in the public interest; and (v) any changed conditions warranting the amendment. If a zoning map amendment qualifies as a "large-scale rezoning" under G.S. 160D-602(b), the governing board statement on reasonableness may address the overall rezoning.*

**(c) Single Statement Permissible.** – *The statement of reasonableness and the plan consistency statement required by this section may be approved as a single statement. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d).*

After the conclusion of the public hearing City Council may act upon  
Ordinance No. 21-2022



**Memorandum**

To: Rick Howell - City Manager  
From: Walter Scharer – Planning Director  
Date: April 11, 2022  
Subject: Requested zoning map amendment at 810 West Dixon Boulevard

**Executive Summary of Issue – Background**

Applicant, Gus Diacolios, is proposing a zoning change on this property to allow for Commercial Development.

**Review and Comments**

The property is currently zoned RO and the applicant has proposed GB2. The Comprehensive Land Use Plan for this area designates the site as a Corridor Revitalization.

**Recommendation**

This proposed zoning map amendment is consistent with the Comprehensive Land Use Plan. However, the proposed zoning map amendment is inconsistent with the current land uses in the area. The Planning and Zoning Board does not recommends this proposed zoning amendment.

Please schedule a legislative public hearing for this proposed zoning amendment at the next City Council meeting on April 18, 2022.

**Attachments: Application, Staff Report, Zoning Map, Location Map. Future Land Use Map, Notice of Public Hearing, Planning and Zoning Board March 17, 2022 minutes, Certified P&Z Recommendation, and Ordinance**



City of Shelby  
Planning and Development Services Department

General Application

Address of Subject Property:

810 W. DIXON BLVD.  
Shelby NC 28150

Applicant(s) Name:

GUS DIACOLIOS (CAROLINA COMMERCIAL REALTY)

Address:

112 Mike Ledford  
Shelby NC 28150

Email:

RIC@CCREALTYANDASSOCIATES.COM

Phone:

704 482-2297

Owner(s) Name:

Gus Diacopoulos

Email:

RIC@~~CCREALTY~~ CC REALTY AND ASSOCIATES.COM

Phone:

704 482-2297

Relationship to Property:

Owner

Developer, Contractor, etc.

Other: MANAGEMENT

Request for (Check all that apply):

- Annexation (Contiguous & Satellite)
- Change in Tenant/Building Use
- Site Plan Review & Zoning Permit
- Street Name Change
- Street/ROW Closing
- Special Use Permit
- UDO Text Amendment
- Zoning Map Amendment
- Conditional Zoning Map Amendment
- Zoning Permit or Home Occupation Permit

Project Information (Fill in applicable information):

Parcel Number: \_\_\_\_\_

Proposed Zoning: GB2

Proposed Land Use: \_\_\_\_\_

Previous Use: \_\_\_\_\_

Approx. Building Sq. Ft.: 2230

Approx. Project Acreage: \_\_\_\_\_

Business Name: \_\_\_\_\_

Construction Sq. Ft.: \_\_\_\_\_

Valuation: \_\_\_\_\_

Provide a detailed description of the proposed project. Attach additional pages or documentation if necessary.

SALON / TATTOO SPA

Oath: By signing, I hereby certify that all information that I have provided in this application is correct and complete to the best of my knowledge. I understand that providing false or incomplete information may be grounds for denial of my request or may result in future action by the City Council to revoke the permit.

Gus Diacopoulos  
Signature of Applicant

2-2-22  
Date

Received by: \_\_\_\_\_

Date \_\_\_\_\_



# Staff Report



To: Shelby Planning & Zoning Board  
From: Walter Scharer  
Planning Director

Date: March 8, 2022  
Meeting: March 17, 2022  
File: #

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**OWNER:** Gus Diacolios

**APPLICANT:** Same

**LOCATION:** 810 West Dixon Boulevard

**PARCEL ID #s:** 20406

**PRESENT ZONING:** RO

**REQUESTED ZONING:** GB2

**SURROUNDING ZONING:** North: R8 South: GB East: R8 West: R8

**UTILITIES:** Water: Yes Sewer: Yes Floodplain: No Watershed: No

**ANALYSIS:** The subject property is located on 810 West Dixon Boulevard and home to a office building that is approximately 2230 Square Feet in size. The subject property is approximately .84 acres. The applicant is proposing to rezone the site to General Business 2.

The RO Residential-Office District is primarily intended to accommodate high density multifamily residences; offices; public and institutional; business, professional, and personal services; and limited support retail businesses. Permitted residential uses include single-family detached dwellings, modular homes, apartments, townhomes, and condominiums. Public water and sewer service is generally available in areas zoned as RO. One of the objectives of this district is to encourage land uses that serve as an adequate buffer between intensive nonresidential uses and residential uses.

The GB2 Business District is established as a district in which to accommodate a wide range of retail; business, professional, and personal services; office; and limited wholesale and warehousing uses. Areas zoned as GBs are generally located on the fringe of the central business district and along major highway corridors. Billboards (outdoor advertising signs) are not permitted in the GB2 District. Residential uses are permitted at the same density and according to the same dimensional requirements as the R6 Residential District.

**STAFF COMMENTS:** The Comprehensive Land Use Plan identifies this property as being in a Corridor Revitalization area. This proposal is consistent with the Comprehensive Future Land Use Plan. There is enough parking area at the site, however, the parking will have to be delineated to City standards. In addition, an adequate buffer will have to be installed and maintain along all property lines along any residential uses.

Use Type	SIC	RO	GB 2
<b>RESIDENTIAL USES</b>			
Bed and Breakfast or Tourist Home	7011	D	
Existing Detached Garage Apartment	0000	C	
Family Care Home	0000	Z	Z
Halfway House	0000		C
Homeless Shelter	0000		C
Modular Home	0000	Z	Z
Multifamily Dwelling (including condominium)	0000	D	Z
Planned Unit Development	0000	C	
Single-Family Detached Dwelling	0000	Z	Z
Temporary Shelter	0000	C	C
Townhouse Dwelling	0000	D	Z
Two-Family Dwelling (duplex)	0000	Z	Z
<b>ACCESSORY USES AND STRUCTURES</b>			
Accessory Dwelling Unit	0000	D	
Accessory Uses and Structures (customary)	0000	Z	Z
Caretaker Dwelling	0000	D	
Communication Tower Under 60' in Height	0000	D	D
Emergency Shelter	0000	Z	Z
Home Occupation	0000	Z	Z
Satellite Dish Antenna	0000	D	D
Swimming Pool	0000	D	D
<b>RECREATIONAL USES</b>			
Amusement or Water Parks, Fairgrounds	7996		Z
Athletic Fields	0000	D	Z
Auditorium, Coliseum or Stadium	0000		C
Batting Cages	7999		D
Billiard Parlor	7999		Z
Bingo Parlor	7999		Z
Bowling Center	7933		Z
Civic, Social and Fraternal Associations	8641	D	Z
Coin Operated Amusement, except Adult Arcade	7993		Z
Country Club with Golf Course	7997	D	Z
Dance School, Music Instruction	7911	Z	Z
Fortune Tellers, Astrologers	7999		Z
Go-Cart Raceway	7999		C
Golf Course	7992	D	Z
Golf Course, Miniature	7999		D
Golf Driving Range	7999		D
Physical Fitness Center	7991	Z	Z
Private Campground/RV Park	7033		D
Private Club or Recreation Facility, Other	7997	D	Z
Public Park or Recreational Facility, Other	7990	D	Z
Shooting Range, Indoor	7999		D
Skating Rink	7999		Z
Sports and Recreation Club, Indoor	7997		Z
Swim and Tennis Club	7997	D	Z
<b>EDUCATIONAL AND INSTITUTIONAL USES</b>			
Ambulance Service	4119		Z
Cemetery, Columbarium or Mausoleum	0000	D	Z
Cemetery, Columbarium or Mausoleum on Same Property as Church	0000	Z	Z
Church Or Other Place of Worship	8661	Z	Z
<b>Use Type</b>	<b>SIC</b>	<b>RO</b>	<b>GB</b>
College, University, Technical Institute	8220	C	
Day Care Center, Adult and Child, 5 or Less Clients	8322	Z	Z
Day Care Center, Adult and Child, 6 or More Clients	8322	D	Z
Elementary or Secondary School	8211	S	S
Fire Station/Emergency Medical Service	9224	S	S

Use Type	SIC	RO	GB
Government Office	9000	Z	Z
Hospital	8062	Z	Z
Library	8231	D	Z
Museum or Art Gallery	8412		Z
National Guard /Military Reserve Center	0000		Z
Nursing and Convalescent Home	8050	D	Z
Orphanage	8361	Z	
Police Station	9221	Z	Z
Post Office	0000		Z
Psychiatric Hospital	8063	Z	Z
Retreat/Conference Center	0000	C	Z
School Administration Facility	9411	Z	Z
<b>BUSINESS, PROFESSIONAL and PERSONAL SERVICES</b>			
Accounting, Auditing or Bookkeeping	8721	Z	Z
Administrative or Management Services	8740	Z	Z
Advertising, Outdoor Services	7312		Z
Automobile Parking (Commercial)	7521		Z
Automobile Rental or Leasing	7510		Z
Automobile Repair Services	0000		D
Automobile Towing Services	7549		D
Bank, Savings and Loan, or Credit Union	6000	Z	Z
Barber Shop	7241		Z
Beauty Shop	7231		Z
Blacksmith	7699		Z
Boat Repair	3730		Z
Building Maintenance Services, No Outside Storage	7349		Z
Car Wash	7542		Z
Cleaning and Restoration Contractor, All Work and Storage Areas	0000		Z
Clothing Alteration or Repair	0000		Z
Computer Maintenance and Repair	7378		Z
Computer Services	7370		Z
Crematorium	7261		Z
Employment Agency, Personnel Agency	7360	Z	Z
Engineering, Architect or Survey Service	8710	Z	Z
Equipment Rental and Leasing (no outside storage)	7350		Z
Equipment Rental and Leasing (with outside storage)	7350		Z
Equipment Repair, Light	7690		Z
Finance or Loan Office	6100	Z	Z
Funeral Home	7261	Z	Z
Furniture Refinishing	7641		Z
Furniture Repair Shop	7641		Z
Hotel or Motel, except Adult Motel	7011		Z
Insurance Agency	6411	Z	Z
Kennels or Pet Grooming	0752		Z
Landscape and Horticultural Services	0780		Z
Laundromat, Coin-Operated	7215		Z
Laundry or Dry Cleaning Plant	7211		Z
Laundry or Dry Cleaning, Retail Facility	7212		Z
Law Office	8111	Z	Z
Locksmiths and Gunsmiths	7699		Z
Medical, Dental or Related Office	8000	Z	Z
Medical or Dental Laboratory	8071		Z
Miscellaneous Services, Not Listed	7699		Z
Motion Picture Production	7810		Z
Office Uses Not Otherwise Classified	0000		Z
Pest or Termite Control Services	7342		Z
Pet Cemetery/Crematorium	6553		Z
Photocopying and Duplicating Services	7334		Z
Photofinishing Laboratory	7384		Z

Use Type	SIC	RO	GB
Photography, Commercial Studio	7335	Z	Z
Real Estate Office	6500	Z	Z
Refrigerator or Large Appliance Repair	7623		Z
Research, Development or Testing Services	8730		Z
Shoe Repair or Shoeshine Shop	7251		Z
Taxidermist	7699		Z
Television, Radio or Electronics Repair	7620		Z
Theater (indoor), except Adult Theater	7832		Z
Theater (outdoor)	7833		C
Tire Recapping	7534		Z
Truck and Utility Trailer Rental and Leasing	0000		Z
Truck Washing	7542		Z
Veterinary Clinic	0742		Z
Vocational, Business or Secretarial School	8240		Z
<b>RETAIL TRADE</b>			
ABC Store (packaged liquor)	5921		Z
Antique Store	5932		Z
Apparel and Accessory Store	5600		Z
Appliance Store	5722		Z
Arts and Crafts	0000		Z
Auto Supply Sales	5531		Z
Bakery	5461		Z
Bar, Night Club, Tavern	5813		C
Boat Sales	5551		Z
Bookstore, except Adult Bookstore	5942		Z
Building Supply Sales	5211		Z
Computer Sales	5734		Z
Convenience Store	5411		Z
Department, Variety or General Merchandise	5300		Z
Drugstore	5912		Z
Fabric or Piece Goods Store	5949		Z
Farm Supplies and Equipment	0000		Z
Floor Covering, Drapery or Upholstery	5710		Z
Florist	5992		Z
Food Store	5400		Z
Fuel Oil Sales	5980		Z
Furniture Sales	5712		Z
Garden Center or Retail Nursery	5261		Z
Gift, Novelty and Souvenir Shop	5940		Z
Hardware Store	5251		Z
Home Furnishings, Miscellaneous	5719		Z
Manufactured Home Sales	5271		Z
Miscellaneous Retail Sales	5999		Z
Motor Vehicle Sales (new and used)	5511		Z
Motorcycle Sales	5571		Z
Musical Instrument Sales	5736		Z
Newsstand	5994		Z
Office Machine Sales	5999		Z
Optical Goods Sales	5995		Z
Paint and Wallpaper Sales	5231		Z
Pawnshop or Used Merchandise Store	5932		Z
Pet Store	5999		Z
Record and Tape Store	5735		Z
Recreational Vehicle Sales	5561		Z
Restaurant (drive-in or take out window only)	5812		Z
Restaurant (with drive-thru)	5812		Z
Restaurant (without drive-thru)	5812		Z
Service Station, Gasoline Sales	5541		Z

Use Type	SIC	RO	GB
Sporting Goods Store, Bicycle Shop	5941		Z
Tire Sales	5531		Z
Truck Stop	5541		Z
Video Tape Rental and Sales, except Adult Video Store	7841		Z
<b>WHOLESALE TRADE</b>			
Apparel, Piece Goods and Notions	5130		Z
Beer, Wine or Distilled Alcoholic Beverages	5180		Z
Books, Periodicals and Newspapers	5192		Z
Drugs and Sundries	5122		Z
Electrical Goods	5060		Z
Flowers, Nursery Stock and Florist Supplies	5193		Z
Furniture and Home Furnishings	5020		Z
Groceries and Related Products	5140		Z
Hardware	5072		Z
Jewelry, Watches, Precious Stones and Metals	5094		Z
Sporting and Recreational Goods and Supplies	5091		Z
Toys and Hobby Goods and Supplies	5092		Z
Wallpaper and Paint Brushes	5198		Z
<b>TRANSPORTATION, WAREHOUSING AND UTILITIES</b>			
Bus Terminal	4100		Z
Communication or Broadcasting Facility	4800		Z
Courier Service	4215		Z
Marina	4493		Z
Moving and Storage Service	4214		Z
Outside Bulk Storage	0000		Z
All Other Radio, Television or Communication Tower Over 60' In Height	0000		C
Public Safety Communications Tower	0000		S
Railroad Terminal or Yard	4010		Z
Refrigerated Warehousing	4222		Z
Sewage Treatment Plant	4952		S
Taxi Terminal	4121		Z
Telecommunications Facilities on Existing Structures	0000		D
Trucking or Freight Terminal	4213		Z
Utility Company Office	0000		Z
Utility Equipment and Storage Yards	0000		Z
Utility Lines	0000	Z	Z
Utility Service Facility (no outside storage)	0000		Z
Utility Related Appurtenances, Substation	0000	S	S
Warehouse (general storage, enclosed)	4220		Z
Warehouse (self-storage)	4225		Z
Water Treatment Plant	0000		S
<b>MANUFACTURING and INDUSTRIAL USES</b>			
Bakery Products	2050		Z
Beverage Products (nonalcoholic)	2086		Z
Contractors (no outside storage)	0000		Z
Ice	2097		Z
Printing and Publishing	2700		Z
Signs	3993		Z
Arts and Crafts Shows	0000		Z
Automobile Parking On Same Lot As Principal Use	0000	Z	Z
Billboards, Outdoor Advertising Signs	0000		Z
Carnivals and Fairs	7999		C
Christmas Tree Sales	0000		Z
Concerts, Stage Shows	7920		C
Conventions, Trade Shows	0000		Z
Outdoor Flea Markets	5932		Z
Outdoor Fruit and Vegetable Markets	5431		Z
Sexually Oriented Business	0000		C
Shopping Center	0000		C



# Location Map

## 810 W Dixon Boulevard

Map Information:  
Datum: NAD 1983  
Coordinate: State Plane  
North Carolina (Meier)  
Projection: Lambert Conformal Conic  
US National Grid  
Grid Zone Designation (GZD): 17S  
100,000m Square ID: MV/MU



Scale 1:3,000 1 inch = 250 feet



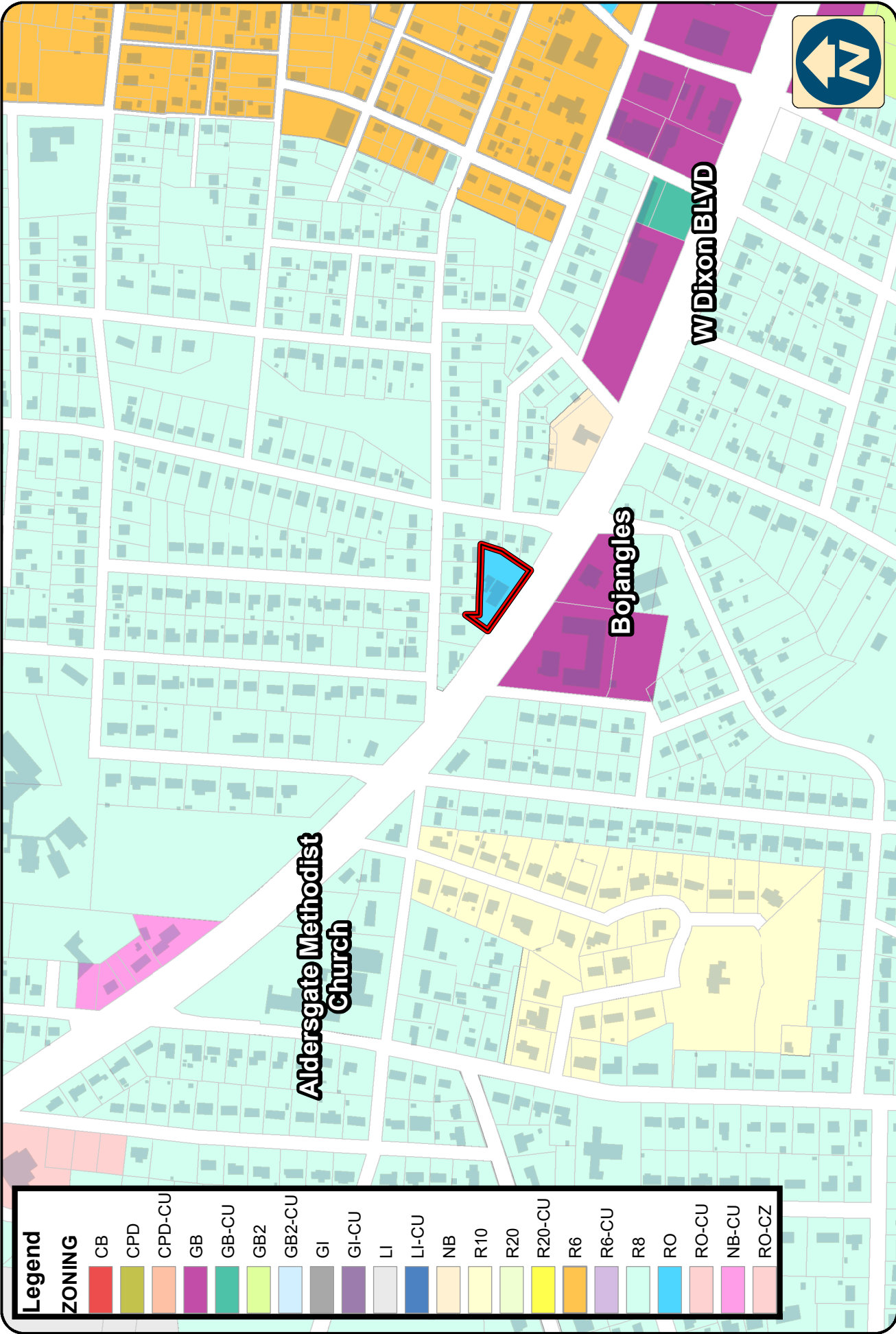
Date: 3/11/2022



# Zoning Map

## 810 W Dixon Boulevard

Map Information:  
Datum: NAD 1983  
Coordinate: State Plane  
North Carolina (Meier)  
Projection: Lambert Conformal Conic  
US National Grid  
Grid Zone Designation (GZD): 17S  
100,000m Square ID: MV/MU



Legend	ZONING
	CB
	CPD
	CPD-CU
	GB
	GB-CU
	GB2
	GB2-CU
	GI
	GI-CU
	LI
	LI-CU
	NB
	R10
	R20
	R20-CU
	R6
	R6-CU
	R8
	RO
	RO-CU
	NB-CU
	RO-CZ



Date: 3/11/2022

1,000 Feet

500

250

0

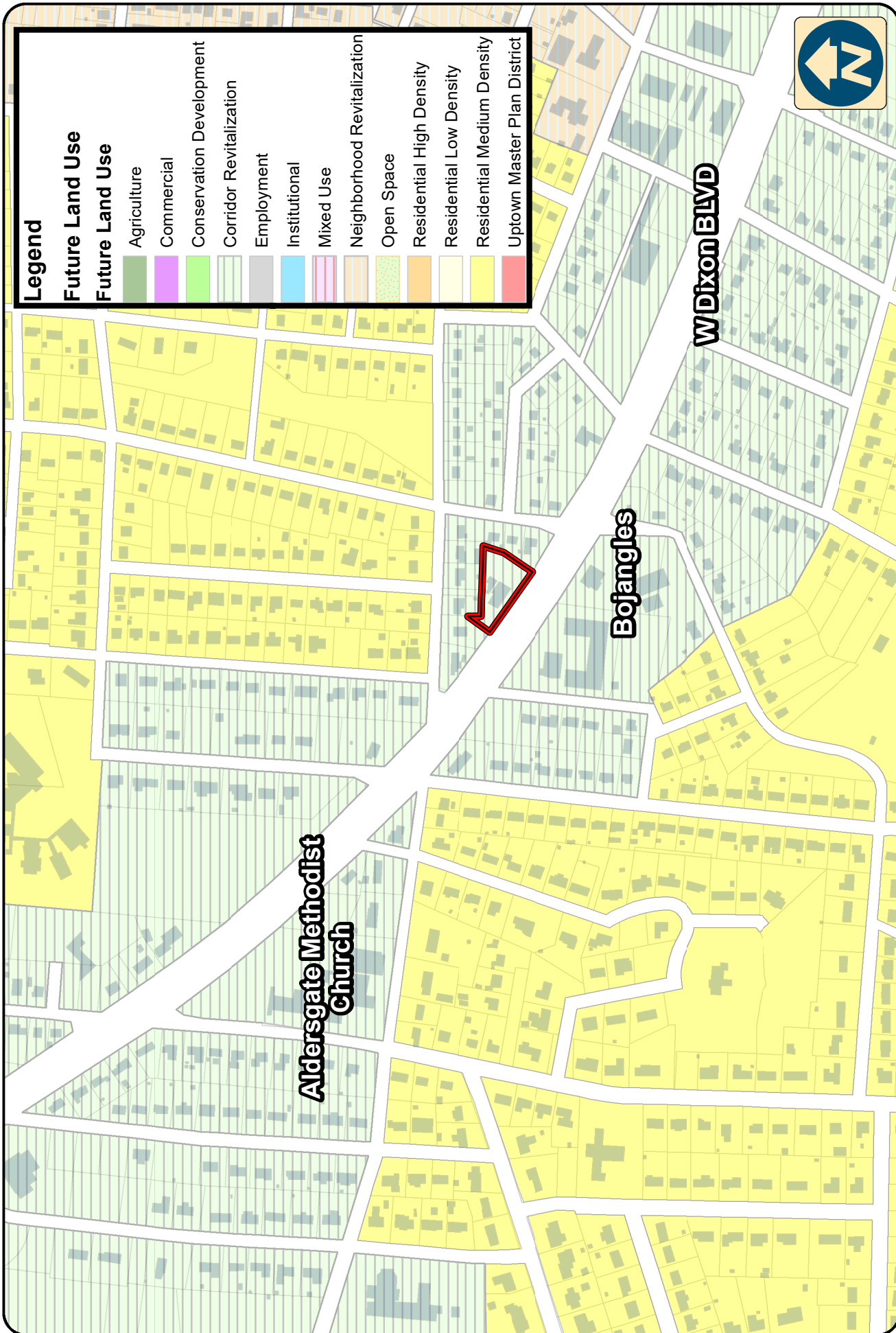
1 inch = 500 feet

Scale 1:6,000



# Future Land Use Map 810 W Dixon Boulevard

Map Information:  
Datum: NAD 1983  
Coordinate: State Plane  
North Carolina (Meier)  
Projection: Lambert Conformal Conic  
US National Grid  
Grid Zone Designation (GZD): 17S  
100,000m Square ID: MV/MU



Scale 1:6,000 1 inch = 500 feet



Date: 3/11/2022





## CITY OF SHELBY PLANNING AND ZONING BOARD MINUTES

March 17, 2022

Don Gibson Theatre

### **Item 1. Call to Order/Roll Call**

Mr. Carter called the meeting to order at 12:15 PM and noted that a quorum was present.

**Board Present:** Rick Washburn, Jeff Aderholdt, Emanuel Hunt, Greg Taylor, Charles Hamrick, David Causby and Mark Carter

**Staff Present:** Walter Scharer, Planning Director, Andrea Leslie Fite, City Attorney, and Alan Toney, Senior Planner

### **Item 2. Approval of the February 17, 2022, Minutes**

The minutes were approved as submitted.

### **Item 3. North Post Road (Cleveland Community College) – Zoning Map Amendment**

Mr. Toney gave this presentation. The subject property is located on North Post Road and is to be the future home of the CCC Lineman Training Facility. The subject property is approximately 25 acres. The applicant is proposing to rezone the site to CPD.

The R20 Residential District is primarily intended to accommodate very low density single-family detached dwellings, modular homes, two-family dwellings, and manufactured homes on individual lots in areas that generally do not have access to public water supplies and are dependent upon septic tanks for sewage disposal. Maximum densities within the R20 District are approximately 2 dwelling units per gross acre for single-family and two-family dwellings.

Manufactured home parks are permitted within the R20 District by conditional use permit. Nonresidential uses permitted within this district include customary accessory, recreational, educational, and institutional land uses that are compatible with the low-density residential character of the R20 District.

The CPD Corridor Protection District has as its major objectives to promote a sensitive conversion of vacant land to more urban uses; support development that is compatible with and enhances the visual attractiveness of the area; promote well-planned, economically viable development; ensure safe and efficient traffic flow; and avoid uncoordinated, strip development patterns. Residential uses are permitted at the same density and according to the same dimensional requirements as the R6 Residential District.

**Motion:** Mr. Washburn made the motion to recommend approval of the proposed Zoning Map Amendment from R10 to CPD.

**Second:** Mr. Hamrick **Action:** This motion passed unanimously.

### **Item 4. 810 West Dixon Boulevard – Zoning Map Amendment**

Mr. Toney gave this presentation. The subject property is located on 810 West Dixon Boulevard and home to a office building that is approximately 2230 Square Feet in size. The subject property is approximately .84 acres. The applicant is proposing to rezone the site to General Business 2.

The RO Residential-Office District is primarily intended to accommodate high density multifamily residences; offices; public and institutional; business, professional, and personal services; and limited support retail businesses. Permitted residential uses include single-family detached dwellings, modular homes, apartments, townhomes, and condominiums. Public water and sewer service is generally available in areas zoned as RO. One of the objectives of this district is to encourage land uses that serve as an adequate buffer between intensive nonresidential uses and residential uses.

The GB2 Business District is established as a district in which to accommodate a wide range of retail; business, professional, and personal services; office; and limited wholesale and warehousing uses. Areas zoned as GBs are generally located on the fringe of the central business district and along major highway corridors. Billboards (outdoor advertising signs) are not permitted in the GB2 District. A discussion among board members and staff occurred. This discussion was focused on the impact of the more intensive zoning district of GB2 on the adjacent residential properties.

**Motion:** Mr. Hamrick made the motion to recommend disapproval of the proposed Zoning Map Amendment from RO to GB2.

**Second:** Mr. Hunt **Action:** This motion passed unanimously.

**Item 5.**            **ETJ White Paper Discussion**

Ms. Fite, Mr. Scharer, and Mr. Toney have created a fact concerning the ETJ area and what services are and are not offered and where the ETJ area is located. Mr. Toney and Mr. Scharer also answered questions from The Planning and Zoning Board members on the ETJ area.

**Item 6.**            **Motion to adjourn.**

Chair Carter adjourned the meeting at 12:56 pm.

*Walter Scharer*

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Respectfully Submitted  
Walter Scharer, Planning Director tournament

DRAFT



## Certified Recommendation

### City of Shelby Planning & Zoning Board

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**Amendment:** A Zoning Map Amendment for property located at 810 W Dixon with PIN # 20406: from Residential Office (RO) zoning district to General Business 2 (GB2) zoning district.

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**Recommendation:** The Planning and Zoning Board recommends approval of the proposed zoning map amendment for property located at for property located at 810 W Dixon with PIN # 20406: from Residential Office (RO) zoning district to General Business 2 (GB2) zoning district.

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#### Findings &

**Reasons:**

1. The proposed zoning map amendment is consistent with the Comprehensive Land Use Plan.
2. The proposed zoning map amendment is inconsistent with the built environment and local land use.

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**Motion:** Mr. Washburn made the motion to recommend disapproval of this proposed zoning map amendment from Residential Office (RO) zoning district to General Business 2 (GB2) zoning district.

**Second:** Mr. Hamrick

**Action:** This motion passed unanimously.

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**Signatures:** Walter Scharer  
Planning and Development Director

Mark Carter  
Planning and Zoning Board Chair

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Date: 3/17/2022

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Date: 3/17/2022

## **NOTICE OF PUBLIC HEARING ZONING MAP AMENDMENT**

The City Council of Shelby, North Carolina will conduct a public hearing during its regular meeting at 6:00 p.m., Monday, April 18, 2022, at 300 South Washington Street. City Council will consider a proposed zoning map amendment from Residential Office (RO) Zoning District to General Business 2 (GB2) Zoning District for property located at 810 West Dixon Boulevard with the Cleveland County Parcel Number 20406.

A more detailed description and map of this property are available for public inspection in the Planning and Development Services Department located at 315 South Lafayette Street, Shelby, North Carolina, during regular business hours, 8:00 AM until 5:00 PM. Also, you can call (704) 484-6829 for more information.

The City Council may change the existing zoning classification of the entire area covered by the petition or any part thereof, without the withdrawal or modification of the petition or further publication of notice.

Persons interested in being heard on this matter are invited to comment on the proposed rezoning at the hearing, whether for or against. Comments may be presented orally at the hearing, in writing prior to the hearing, or both.

Members of the public with special needs wishing to attend this meeting should call the City Clerk (704 484-6800) at least 24 hours prior to the meeting to request assistance.

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Carol Williams  
Interim City Clerk

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### **The Shelby Star:**

**Please publish this notice as a legal line ad on Friday, April 8, 2022 and again on Friday, April 15, 2022.**

**Mail invoices with affidavits to Walter Scharer, City of Shelby, PO Box 207, Shelby, NC 28151. Thank you.**

**ORDINANCE NO. 21-2022**

**A PROPOSED ORDINANCE AMENDING THE ZONING MAP OF  
THE CITY OF SHELBY, NORTH CAROLINA**

**WHEREAS**, the City of Shelby has received an application requesting the rezoning of property at 810 West Dixon Boulevard located within the City or its Area of Extraterritorial Jurisdiction; and,

**WHEREAS**, the Shelby Planning and Zoning Board has reviewed said application for a zoning change and has made its findings and recommendations to City Council; and,

**WHEREAS**, the Shelby Planning and Zoning Board found that the zoning change is consistent with the Comprehensive Land Use Plan; and,

**WHEREAS**, in accordance with GS 160D-602, a public hearing on this proposed rezoning was held by City Council on April 18th after due publication of said hearing as required by law; and,

**WHEREAS**, after hearing all who wished to be heard on this matter and upon review of the findings and recommendations of the Planning and Zoning Board, City Council now desires to act on this matter.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHELBY, NORTH CAROLINA:**

**Section 1.** This zoning change is consistent with the City of Shelby Comprehensive Land Use Plan.

**Section 2.** This zoning change is reasonable and in the public interest based on being consistent with the built environment.

**Section 3.** In accordance with Chapter 160D, Article 6 and Article 7 of the North Carolina General Statutes, as amended, the Shelby Unified Development Ordinance and Shelby Zoning Map (Appendix A of the Shelby City Code), 810 West Dixon Boulevard is hereby amended from RO Zoning District to General Business 2 Zoning District. Said area of zoning is more fully described as the parcel listed by the Cleveland County Tax Office as Parcel Identification Number 20406.

**Section 4.** The City Clerk of the City of Shelby is hereby authorized and directed to cause the provisions of Section 2 of this ordinance to be properly codified, and the City Clerk is further authorized and directed to cause her official records and the Official Zoning Map of the City of Shelby to be properly amended to reflect the approved zoning changes.

**Section 5.** This ordinance shall become effective upon its adoption and approval.

Ordinance No. 21 – 2022

April 18, 2022

Page 2

**ADOPTED AND APPROVED** this the 18th day of April 2022.

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O. Stanhope Anthony III  
Mayor

ATTEST:

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Carol Williams  
Interim City Clerk

APPROVED AS TO FORM:

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Andrea Leslie-Fite  
City Attorney

City of Shelby  
Agenda Item Summary  
April 18, 2022  
Council Chambers

Agenda Item C-2

- 2) Consideration of a proposed ordinance amending the zoning map of the City of Shelby, North Carolina (845 N. Post Rd): Ordinance No. 22-2022

**Presenting: (Walter Scharer, Planning Director)**

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- Memorandum dated April 11, 2021 from Walter Scharer, Planning Director to Rick Howell, City Manager
- General Application (**REZONE FROM RO TO CPD**)
- Staff Report
- Location Map
- Zoning Map
- Future Land Use Map
- Planning and Zoning Board Minutes
- Certified Recommendation
- Notice of Public Hearing
- Ordinance No. 22-2022

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City Manager's Recommendation / Comments

This time is scheduled on the agenda for City Council to conduct the required public hearing in accordance with the NC General Statutes. Following the conclusion of the hearing the Council may act on the item under consideration. A certified recommendations from the Planning and Zoning Board is included as part of the packet. I would call attention to Mr. Scharer's memorandum noting that the zoning map amendment is **inconsistent with the City's Comprehensive Land Use Plan**; however, it is consistent with the current land uses in the area. The Planning and Zoning Board unanimously recommends approval of the rezoning. I would note that the recommendation of the Planning and Zoning Board is advisory in nature only and that as a legislative matter Council has broad discretion to take action it believes is in the best interests of the City. That being said City Council has adopted plans and established an advisory board for the purposes of providing reasonable guidance in the decision-making process.

**I would note that when considering the rezoning a parcel Council must and should consider the broad range of uses permitted within the proposed zoning district. In this case from RO to CPD. Although the stated and intended use is "Lineman Training Facility" once rezoned the owner could seek permits for any permitted use within the district.**

City of Shelby  
Agenda Item Summary  
April 18, 2022  
Council Chambers

The following excerpt from the NC General Statutes is provided as a reminder as to the statutory guidance provided to Council when considering changes in zoning and development regulations.

**§ 160D-605. Governing board statement.**

**(a) Plan Consistency.** – *When adopting or rejecting any zoning text or map amendment, the governing board shall approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive plan. The requirement for a plan consistency statement may also be met by a clear indication in the minutes of the governing board that at the time of action on the amendment the governing board was aware of and considered the planning board's recommendations and any relevant portions of an adopted comprehensive plan. If a zoning map amendment is adopted and the action was deemed inconsistent with the adopted plan, the zoning amendment shall have the effect of also amending any future land-use map in the approved plan, and no additional request or application for a plan amendment shall be required. A plan amendment and a zoning amendment may be considered concurrently. The plan consistency statement is not subject to judicial review. If a zoning map amendment qualifies as a "large-scale rezoning" under G.S. 160D-602(b), the governing board statement describing plan consistency may address the overall rezoning and describe how the analysis and policies in the relevant adopted plans were considered in the action taken.*

**(b) Additional Reasonableness Statement for Rezonings.** – *When adopting or rejecting any petition for a zoning map amendment, a statement analyzing the reasonableness of the proposed rezoning shall be approved by the governing board. This statement of reasonableness may consider, among other factors, (i) the size, physical conditions, and other attributes of the area proposed to be rezoned, (ii) the benefits and detriments to the landowners, the neighbors, and the surrounding community, (iii) the relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment; (iv) why the action taken is in the public interest; and (v) any changed conditions warranting the amendment. If a zoning map amendment qualifies as a "large-scale rezoning" under G.S. 160D-602(b), the governing board statement on reasonableness may address the overall rezoning.*

**(c) Single Statement Permissible.** – *The statement of reasonableness and the plan consistency statement required by this section may be approved as a single statement. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d).*

**After the conclusion of the public hearing City Council may act upon Ordinance No. 22-2022**





## **Memorandum**

To: Rick Howell - City Manager  
From: Walter Scharer – Planning Director  
Date: April 11, 2022  
Subject: Requested zoning map amendment at 845 North Post Road.

### **Executive Summary of Issue – Background**

Applicant, Cleveland Community College, is proposing a zoning change on this property to expand its vocational school.

### **Review and Comments**

The property is currently zoned RO and the applicant has proposed CPD. The Comprehensive Land Use Plan for this area designates the site as a Conservation Development area.

### **Recommendation**

This proposed zoning map amendment is inconsistent with the Comprehensive Land Use Plan. However, the proposed zoning map amendment is consistent with the current land uses in the area. The Planning and Zoning Board does unanimously recommends this proposed zoning amendment.

Please schedule a legislative public hearing for this proposed zoning amendment at the next City Council meeting on April 18, 2022.

**Attachments: Application, Staff Report, Zoning Map, Location Map. Future Land Use Map, Notice of Public Hearing, Planning and Zoning Board March 17, 2022 minutes, Certified P&Z Recommendation, and Ordinance**



City of Shelby
Planning and Development Services Department

General Application

Address of Subject Property:

845 NORTH POST ROAD SHELBY, N.C. 28152

Applicant(s) Name: CLEVELAND COMMUNITY COLLEGE.

Address: 137 SOUTH POST SHELBY, N.C. 28152

Email: FORM @ CLEVELAND CC. EDU

Phone: 704-669-4175 CELL 704-300-3721

Owner(s) Name: CLEVELAND COUNTY

Email: WWW.CLEVELANDCOUNTY.COM

Phone: 704-484-4900

Relationship to Property: [X] Owner [ ] Developer, Contractor, etc. [ ] Other:

Request for (Check all that apply):

- Annexation (Contiguous & Satellite)
Change in Tenant/Building Use
Site Plan Review & Zoning Permit
Street Name Change
Street/ROW Closing
Conditional Use Permit or Special Use Permit
UDO Text Amendment
[X] Zoning Map Amendment
Conditional Use Map Amendment
Zoning Permit or Home Occupation Permit

Project Information (Fill in applicable information):

Parcel Number:
Proposed Zoning:
Proposed Land Use:
Previous Use:
Approx. Building Sq. Ft.:
Approx. Project Acreage:
Business Name:
Construction Sq. Ft.:
Valuation:

Provide a detailed description of the proposed project. Attach additional pages or documentation if necessary

RE ZONING FROM R-20 TO CPD FOR ~~GEN~~ HEAVY EQUIP TRAINING, TRUCK DRIVER TRAINING

Oath: By signing, I hereby certify that all information that I have provided in this application is correct and complete to the best of my knowledge. I understand that providing false or incomplete information may be grounds for denial of my request or may result in future action by the City Council to revoke the permit.

Signature of Applicant: William Mc...

Date: 2-24-2022

Received by: [Signature]

Date: 2/24/2022

# Staff Report



To: Shelby Planning & Zoning Board  
From: Walter Scharer  
Planning Director

Date: March 8, 2022  
Meeting: March 17, 2022  
File: #

**OWNER:** Cleveland County

**APPLICANT:** Cleveland County Community College

**LOCATION:** 845 North Post Road

**PARCEL ID #s:** 60406

**PRESENT ZONING:** RO

**REQUESTED ZONING:** CPD

**SURROUNDING ZONING:** North: R8 South: GB East: R8 West: R8

**UTILITIES:** Water: Yes Sewer: No Floodplain: No Watershed: No

**ANALYSIS:** The subject property is located on North Post Road and is to be the future home of the CCC Lineman Training Facility. The subject property is approximately 25 acres. The applicant is proposing to rezone the site to CPD.

The R20 Residential District is primarily intended to accommodate very low density single-family detached dwellings, modular homes, two-family dwellings, and manufactured homes on individual lots in areas that generally do not have access to public water supplies and are dependent upon septic tanks for sewage disposal. Maximum densities within the R20 District are approximately 2 dwelling units per gross acre for single-family and two-family dwellings. Manufactured home parks are permitted within the R20 District by conditional use permit. Nonresidential uses permitted within this district include customary accessory, recreational, educational, and institutional land uses that are compatible with the low density residential character of the R20 District.

The CPD Corridor Protection District has as its major objectives to promote a sensitive conversion of vacant land to more urban uses; support development that is compatible with and enhances the visual attractiveness of the area; promote well-planned, economically viable development; ensure safe and efficient traffic flow; and avoid uncoordinated, strip development patterns. Residential uses are permitted at the same density and according to the same dimensional requirements as the R6 Residential District.

**STAFF COMMENTS:** The Comprehensive Land Use Plan identifies this property as being in a Conservation Development area. This proposal is inconsistent with the Comprehensive Future Land Use Plan. North Post Road is identified on the NC TIP as an unfunded project to widen at this time.

<b>R20 and CPD Permitted Uses</b>			
	Ref.		
<b>Use Type</b>	SIC	R20	CPD
<b>RESIDENTIAL USES</b>			
Bed and Breakfast or Tourist Home	7011	D	
Existing Detached Garage Apartment	0000	C	
Family Care Home	0000	Z	Z
Manufactured Home, Class A	0000	D	
Manufactured Home, Class B	0000	D	
Manufactured Home, Class C	0000	D	
Manufactured Home Park	0000	C	
Modular Home	0000	Z	Z
Multi-Family Conversion Of Single-family Residence	0000		
Multifamily Dwelling (including condominium)	0000		Z
Single-Family Detached Dwelling	0000	Z	Z
Temporary Shelter	0000	C	C
Townhouse Dwelling	0000		Z
Two-Family Dwelling (duplex)	0000	Z	Z
<b>ACCESSORY USES AND STRUCTURES</b>			
Accessory Dwelling Unit	0000	D	
Accessory Uses and Structures (customary)	0000	Z	Z
Caretaker Dwelling	0000	D	
Communication Tower Under 60' in Height	0000	D	D
Emergency Shelter	0000	Z	Z
Home Occupation	0000	D	Z
Rural Family Occupation	0000	C	
Satellite Dish Antenna	0000	D	D
Swimming Pool	0000	D	D
<b>RECREATIONAL USES</b>			
Athletic Fields	0000	D	Z
Auditorium, Coliseum or Stadium	0000		C
Civic, Social and Fraternal Associations	8641	D	Z
Country Club with Golf Course	7997	D	Z
Golf Course	7992	D	Z
Physical Fitness Center	7991		Z
Private Campground/RV Park	7033	D	
Private Club or Recreation Facility, Other	7997	D	Z
Public Park or Recreational Facility, Other	7990	Z	Z
Race Track Operation	7948	C	
Riding Academy	7999	D	
Shooting Range, Outdoor	7999	C	
Sports and Recreation Club, Indoor	7997		Z
Swim and Tennis Club	7997	D	Z
<b>EDUCATIONAL AND INSTITUTIONAL USES</b>			
Ambulance Service	4119		Z
Cemetery, Columbarium or Mausoleum	0000	D	Z
Cemetery, Columbarium or Mausoleum on Same Property as Church	0000	Z	Z
Church Or Other Place of Worship	8661	D	Z
College, University, Technical Institute	8220		C
Day Care Center, Adult and Child, 5 or Less Clients	8322	Z	Z
Day Care Center, Adult and Child, 6 or More Clients	8322	D	Z
Elementary or Secondary School	8211	S	S
Fire Station/Emergency Medical Service	9224	S	S
Government Office	9000		Z
Hospital	8062		Z
Library	8231	D	Z
Museum or Art Gallery	8412		Z
National Guard /Military Reserve Center	0000		Z

Z = Use permitted by Zoning Permit.  
D = Use permitted by Zoning Permit with development standards.  
S = Special Use Permit required by City Council.  
C = Conditional Use Permit required by BOA.

<b>R20 and CPD Permitted Uses</b>			
	Ref.		
<b>Use Type</b>	SIC	R20	CPD
Zoning District		R20	CPD
Nursing and Convalescent Home	8050	D	Z
Orphanage	8361	D	
Police Station	9221	Z	Z
Post Office	0000		Z
Psychiatric Hospital	8063		Z
Retreat/Conference Center	0000		Z
School Administration Facility	9411		Z
<b>BUSINESS, PROFESSIONAL and PERSONAL SERVICES</b>			
Accounting, Auditing or Bookkeeping	8721		Z
Administrative or Management Services	8740		Z
Bank, Savings and Loan, or Credit Union	6000		Z
Barber Shop	7241		Z
Beauty Shop	7231		Z
Building Maintenance Services, No Outside Storage	7349		Z
Cleaning and Restoration Contractor, All Work and Storage Areas Enclosed	0000		Z
Clothing Alteration or Repair	0000		Z
Computer Maintenance and Repair	7378		Z
Computer Services	7370		Z
Crematorium	7261		
Employment Agency, Personnel Agency	7360		Z
Engineering, Architect or Survey Service	8710		Z
Equipment Rental and Leasing (no outside storage)	7350		Z
Finance or Loan Office	6100		Z
Funeral Home	7261		Z
Hotel or Motel, except Adult Motel	7011		Z
Insurance Agency	6411		Z
Laundromat, Coin-Operated	7215		Z
Laundry or Dry Cleaning, Retail Facility	7212		Z
Law Office	8111		Z
Medical, Dental or Related Office	8000		Z
Motion Picture Production	7810		Z
Photocopying and Duplicating Services	7334		Z
Photography, Commercial Studio	7335		Z
Real Estate Office	6500		Z
Research, Development or Testing Services	8730		Z
Shoe Repair or Shoeshine Shop	7251		Z
Television, Radio or Electronics Repair	7620		Z
Theater (indoor), except Adult Theater	7832		Z
Veterinary Clinic	0742		D
Vocational, Business or Secretarial School	8240		Z
<b>RETAIL TRADE</b>			
ABC Store (packaged liquor)	5921		Z
Antique Store	5932		Z
Apparel and Accessory Store	5600		Z
Appliance Store	5722		Z
Arts and Crafts	0000		Z
Auto Supply Sales	5531		Z
Bakery	5461		Z
Bar, Night Club, Tavern	5813		C
Bookstore, except Adult Bookstore	5942		Z
Computer Sales	5734		Z
Convenience Store	5411		Z
Department, Variety or General Merchandise	5300		Z
Drugstore	5912		D

Z = Use permitted by Zoning Permit.  
D = Use permitted by Zoning Permit with development standards.  
S = Special Use Permit required by City Council.  
C = Conditional Use Permit required by BOA.

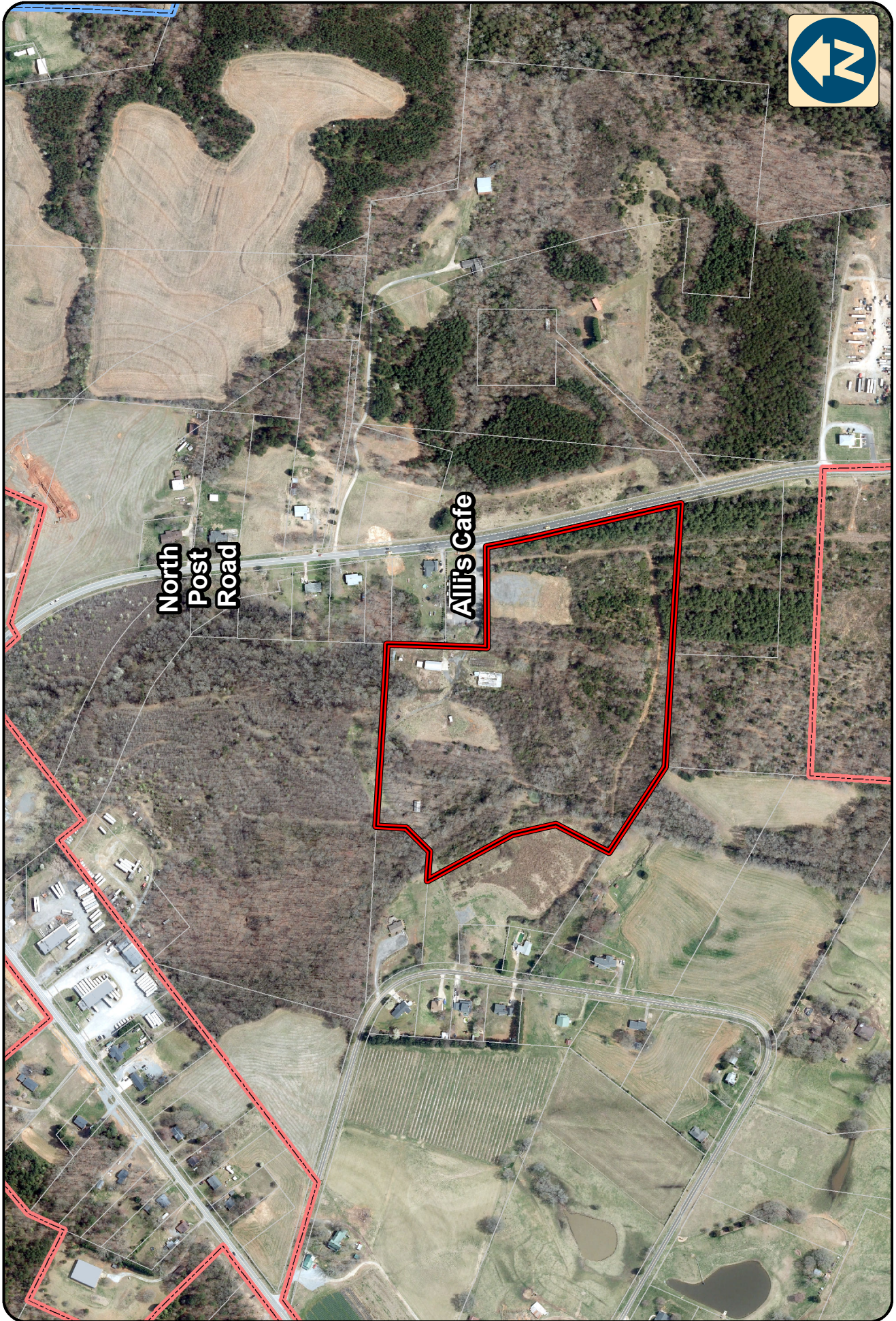
<b>R20 and CPD Permitted Uses</b>			
	Ref.		
<b>Use Type</b>	SIC	R20	CPD
<b>Zoning District</b>		<b>R20</b>	<b>CPD</b>
Fabric or Piece Goods Store	5949		Z
Floor Covering, Drapery or Upholstery	5710		Z
Florist	5992		Z
Food Store	5400		Z
Fuel Oil Sales	5980		Z
Furniture Sales	5712		Z
Garden Center or Retail Nursery	5261		Z
Gift, Novelty and Souvenir Shop	5940		Z
Hardware Store	5251		Z
Musical Instrument Sales	5736		Z
Newsstand	5994		Z
Office Machine Sales	5999		Z
Optical Goods Sales	5995		Z
Paint and Wallpaper Sales	5231		Z
Pet Store	5999		Z
Record and Tape Store	5735		Z
Restaurant (with drive-thru)	5812		Z
Restaurant (without drive-thru)	5812		Z
Service Station, Gasoline Sales	5541		D
Sporting Goods Store, Bicycle Shop	5941		Z
Video Tape Rental and Sales, except Adult Video Store	7841		Z
<b>MISCELLANEOUS AND TEMPORARY USES</b>			
Animal Shelter	0752		
Arts and Crafts Shows	0000		Z
Automobile Parking On Same Lot As Principal Use	0000	Z	Z
Christmas Tree Sales	0000		Z
Concerts, Stage Shows	7920		C
Conventions, Trade Shows	0000		Z
Shopping Center	0000		C
Temporary Construction, Storage or Office; Real Estate Sales or Rental Office (with concurrent building permit for permanent building)	0000	Z	Z
Temporary Emergency, Construction, and Repair Residence	0000	D	D
<b>Note:</b> Chapter 3 of the City of Shelby Ordinances regulates the keeping of certain animals within the corporate limits of the City of Shelby. Consequently, some animal operations may not be permissible within zoning districts that are located within the Shelby corporate limits.			

Z = Use permitted by Zoning Permit.  
D = Use permitted by Zoning Permit with development standards.  
S = Special Use Permit required by City Council.  
C = Conditional Use Permit required by BOA.



# Location Map CCC - Truck and Equipment Training Area

Map Information:  
Datum: NAD 1983  
Coordinate: State Plane  
North Carolina (Meier)  
Projection: Lambert Conformal Conic  
US National Grid  
Grid Zone Designation (GZD): 17S  
100,000m Square ID: MV/MU



1,000 Feet

500

0

1 inch = 500 feet

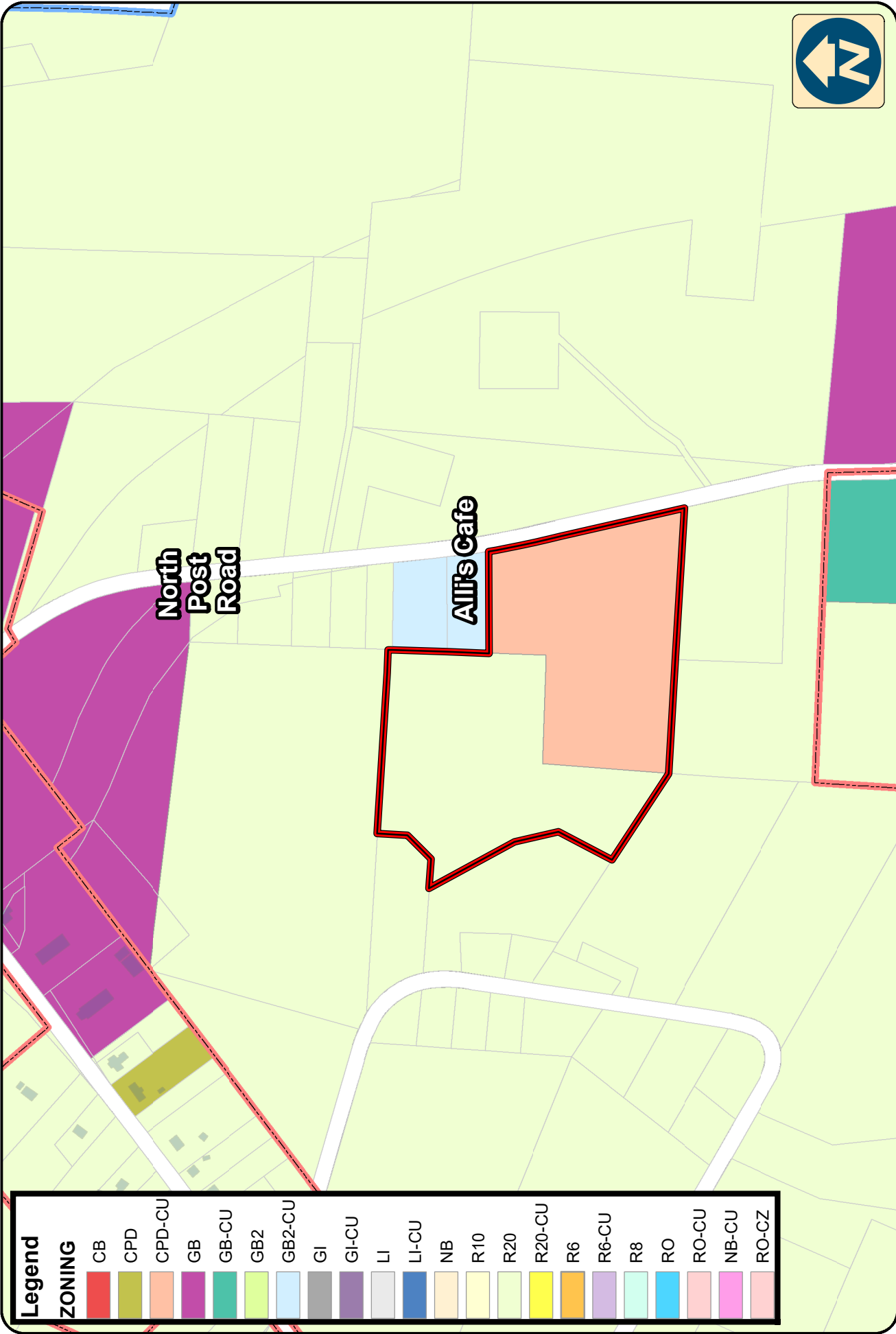
Scale 1:6,000

Date: 3/11/2022



# Zoning Map CCC - Truck and Equipment Training Area

Map Information:  
Datum: NAD 1983  
Coordinate: State Plane  
North Carolina (Meier)  
Projection: Lambert Conformal Conic  
US National Grid  
Grid Zone Designation (GZD): 17S  
100,000m Square ID: MV/MU



Legend	
ZONING	
CB	[Red]
CPD	[Olive Green]
CPD-CU	[Light Orange]
GB	[Purple]
GB-CU	[Teal]
GB2	[Light Green]
GB2-CU	[Light Blue]
GI	[Grey]
GI-CU	[Purple]
LI	[Light Grey]
LI-CU	[Blue]
NB	[Light Orange]
R10	[Yellow]
R20	[Light Green]
R20-CU	[Yellow]
R6	[Orange]
R6-CU	[Purple]
R8	[Light Green]
RO	[Blue]
RO-CU	[Light Orange]
NB-CU	[Pink]
RO-CZ	[Light Orange]

Scale 1:6,000 1 inch = 500 feet



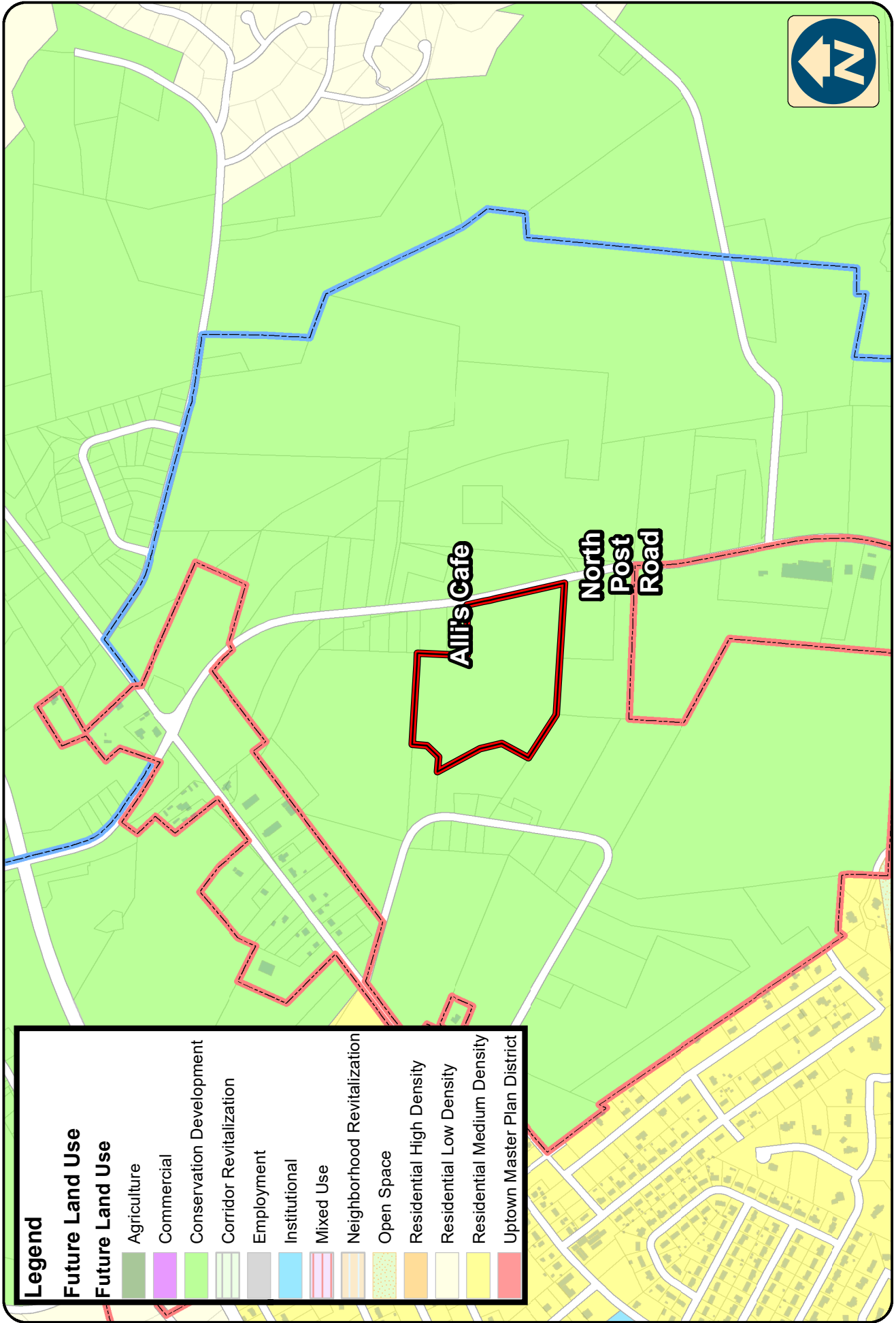
Date: 3/11/2022





# Future Land Use Map CCC - Truck and Equipment Training Area

Map Information:  
Datum: NAD 1983  
Coordinate: State Plane  
North Carolina (Meier)  
Projection: Lambert Conformal Conic  
US National Grid  
Grid Zone Designation (GZD): 17S  
100,000m Square ID: MV/MU



Legend	
	Future Land Use Agriculture
	Future Land Use Commercial
	Conservation Development
	Corridor Revitalization
	Employment
	Institutional
	Mixed Use
	Neighborhood Revitalization
	Open Space
	Residential High Density
	Residential Low Density
	Residential Medium Density
	Uptown Master Plan District

Scale 1:12,000 1 inch = 1,000 feet 0 500 1,000 2,000 Feet

Date: 3/11/2022



## CITY OF SHELBY PLANNING AND ZONING BOARD MINUTES

March 17, 2022

Don Gibson Theatre

### **Item 1. Call to Order/Roll Call**

Mr. Carter called the meeting to order at 12:15 PM and noted that a quorum was present.

**Board Present:** Rick Washburn, Jeff Aderholdt, Emanuel Hunt, Greg Taylor, Charles Hamrick, David Causby and Mark Carter

**Staff Present:** Walter Scharer, Planning Director, Andrea Leslie Fite, City Attorney, and Alan Toney, Senior Planner

### **Item 2. Approval of the February 17, 2022, Minutes**

The minutes were approved as submitted.

### **Item 3. North Post Road (Cleveland Community College) – Zoning Map Amendment**

Mr. Toney gave this presentation. The subject property is located on North Post Road and is to be the future home of the CCC Lineman Training Facility. The subject property is approximately 25 acres. The applicant is proposing to rezone the site to CPD.

The R20 Residential District is primarily intended to accommodate very low density single-family detached dwellings, modular homes, two-family dwellings, and manufactured homes on individual lots in areas that generally do not have access to public water supplies and are dependent upon septic tanks for sewage disposal. Maximum densities within the R20 District are approximately 2 dwelling units per gross acre for single-family and two-family dwellings.

Manufactured home parks are permitted within the R20 District by conditional use permit. Nonresidential uses permitted within this district include customary accessory, recreational, educational, and institutional land uses that are compatible with the low-density residential character of the R20 District.

The CPD Corridor Protection District has as its major objectives to promote a sensitive conversion of vacant land to more urban uses; support development that is compatible with and enhances the visual attractiveness of the area; promote well-planned, economically viable development; ensure safe and efficient traffic flow; and avoid uncoordinated, strip development patterns. Residential uses are permitted at the same density and according to the same dimensional requirements as the R6 Residential District.

**Motion:** Mr. Washburn made the motion to recommend approval of the proposed Zoning Map Amendment from R10 to CPD.

**Second:** Mr. Hamrick **Action:** This motion passed unanimously.

### **Item 4. 810 West Dixon Boulevard – Zoning Map Amendment**

Mr. Toney gave this presentation. The subject property is located on 810 West Dixon Boulevard and home to a office building that is approximately 2230 Square Feet in size. The subject property is approximately .84 acres. The applicant is proposing to rezone the site to General Business 2.

The RO Residential-Office District is primarily intended to accommodate high density multifamily residences; offices; public and institutional; business, professional, and personal services; and limited support retail businesses. Permitted residential uses include single-family detached dwellings, modular homes, apartments, townhomes, and condominiums. Public water and sewer service is generally available in areas zoned as RO. One of the objectives of this district is to encourage land uses that serve as an adequate buffer between intensive nonresidential uses and residential uses.

The GB2 Business District is established as a district in which to accommodate a wide range of retail; business, professional, and personal services; office; and limited wholesale and warehousing uses. Areas zoned as GBs are generally located on the fringe of the central business district and along major highway corridors. Billboards (outdoor advertising signs) are not permitted in the GB2 District. A discussion among board members and staff occurred. This discussion was focused on the impact of the more intensive zoning district of GB2 on the adjacent residential properties.

**Motion:** Mr. Hamrick made the motion to recommend disapproval of the proposed Zoning Map Amendment from RO to GB2.

**Second:** Mr. Hunt **Action:** This motion passed unanimously.

**Item 5.**            **ETJ White Paper Discussion**

Ms. Fite, Mr. Scharer, and Mr. Toney have created a fact concerning the ETJ area and what services are and are not offered and where the ETJ area is located. Mr. Toney and Mr. Scharer also answered questions from The Planning and Zoning Board members on the ETJ area.

**Item 6.**            **Motion to adjourn.**

Chair Carter adjourned the meeting at 12:56 pm.

*Walter Scharer*

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Respectfully Submitted  
Walter Scharer, Planning Director tournament

DRAFT



## Certified Recommendation

### City of Shelby Planning & Zoning Board

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**Amendment:** A Zoning Map Amendment for property located at 845 N Post Road with PIN # 60406: from Residential 20 (R20) zoning district to Corridor Protection District (CPD) zoning district.

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**Recommendation:** **The Planning and Zoning Board recommends approval of the proposed zoning map amendment for property located at for property located at 845 N Post Road with PIN # 60406: from Residential 20 (R20) zoning district to Corridor Protection District (CPD) zoning district.**

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#### Findings &

**Reasons:**

1. The proposed zoning map amendment is inconsistent with the Comprehensive Land Use Plan.
2. The proposed zoning map amendment is consistent with the built environment and local land use.

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**Motion:** Mr. Hamrick made the motion to recommend approval of this proposed zoning map amendment from Residential 20 (R20) zoning district to Corridor Protection District (CPD) zoning district.

**Second:** Mr. Hunt

**Action:** This motion passed unanimously.

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**Signatures:** Walter Scharer  
Planning and Development Director

Mark Carter  
Planning and Zoning Board Chair

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Date: 3/17/2022

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Date: 3/17/2022

## **NOTICE OF PUBLIC HEARING ZONING MAP AMENDMENT**

The City Council of Shelby, North Carolina will conduct a public hearing during its regular meeting at 6:00 p.m., Monday, April 18, 2022, at 300 South Washington Street. City Council will consider a proposed zoning map amendment from Residential 20 (R20) Zoning District to Corridor Protection District (CPD) Zoning District for property located at 845 North Post Road with the Cleveland County Parcel Number 60406.

A more detailed description and map of this property are available for public inspection in the Planning and Development Services Department located at 315 South Lafayette Street, Shelby, North Carolina, during regular business hours, 8:00 AM until 5:00 PM. Also, you can call (704) 484-6829 for more information.

The City Council may change the existing zoning classification of the entire area covered by the petition or any part thereof, without the withdrawal or modification of the petition or further publication of notice.

Persons interested in being heard on this matter are invited to comment on the proposed rezoning at the hearing, whether for or against. Comments may be presented orally at the hearing, in writing prior to the hearing, or both.

Members of the public with special needs wishing to attend this meeting should call the City Clerk (704 484-6800) at least 24 hours prior to the meeting to request assistance.

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Carol Williams  
Interim City Clerk

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**The Shelby Star:**

**Please publish this notice as a legal line ad on Friday, April 8, 2022 and again on Friday, April 15, 2022.**

**Mail invoices with affidavits to Walter Scharer, City of Shelby, PO Box 207, Shelby, NC 28151. Thank you.**

**ORDINANCE NO. 22-2022**

**A PROPOSED ORDINANCE AMENDING THE ZONING MAP OF  
THE CITY OF SHELBY, NORTH CAROLINA**

**WHEREAS**, the City of Shelby has received an application requesting the rezoning of property at 845 North Post Road located within the City or its Area of Extraterritorial Jurisdiction; and,

**WHEREAS**, the Shelby Planning and Zoning Board has reviewed said application for a zoning change and has made its findings and recommendations to City Council; and,

**WHEREAS**, the Shelby Planning and Zoning Board found that the zoning change is inconsistent with the Comprehensive Land Use Plan; and,

**WHEREAS**, in accordance with GS 160D-602, a public hearing on this proposed rezoning was held by City Council on April 18th after due publication of said hearing as required by law; and,

**WHEREAS**, after hearing all who wished to be heard on this matter and upon review of the findings and recommendations of the Planning and Zoning Board, City Council now desires to act on this matter.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHELBY, NORTH CAROLINA:**

**Section 1.** This zoning change is inconsistent with the City of Shelby Comprehensive Land Use Plan.

**Section 2.** This zoning change is reasonable and in the public interest based on being consistent with the built environment.

**Section 3.** In accordance with Chapter 160D, Article 6 and Article 7 of the North Carolina General Statutes, as amended, the Shelby Unified Development Ordinance and Shelby Zoning Map (Appendix A of the Shelby City Code), 845 North Post Road is hereby amended from R20 Zoning District to Corridor Protection Zoning District. Said area of zoning is more fully described as the parcel listed by the Cleveland County Tax Office as Parcel Identification Number 60406.

**Section 4.** The City Clerk of the City of Shelby is hereby authorized and directed to cause the provisions of Section 2 of this ordinance to be properly codified, and the City Clerk is further authorized and directed to cause her official records and the Official Zoning Map of the City of Shelby to be properly amended to reflect the approved zoning changes.

**Section 5.** This ordinance shall become effective upon its adoption and approval.

Ordinance No. 22 – 2022

April 18, 2022

Page 2

**ADOPTED AND APPROVED** this the 18th day of April 2022.

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O. Stanhope Anthony III  
Mayor

ATTEST:

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Carol Williams  
Interim City Clerk

APPROVED AS TO FORM:

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Andrea Leslie-Fite  
City Attorney

City of Shelby  
Agenda Item Summary  
April 18, 2022  
Council Chambers

**D. Consent Agenda:**

*Prior to approval and adoption of the agenda, a Council Member may move an item from the Consent Agenda to the regular agenda. Items remaining on the Consent Agenda will be considered collectively through a single motion, second, and vote.*

**Agenda Item: D-1**

- 1) Approval of the Minutes of the Regular Meeting of April 4, 2022

**Consent Agenda Item: (Carol Williams, Interim City Clerk)**

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Summary of Available Information:

Please read and offer changes as you deem necessary.

- Minutes of the Regular Meeting of April 4, 2022

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City Manager's Recommendation / Comments

**Approve the minutes as presented or as amended by the Mayor and City Council via the Consent Agenda.**



## MINUTES

Regular Meeting  
City Hall Council Chamber

April 4, 2022  
Monday, 6:00 p.m.

**Present:** Mayor O. Stanhope Anthony III, presiding; Council Members David Causby, Violet Arth, Charles Webber, and Andrew L. Hopper Sr.; City Manager Rick Howell, MPA, ICMA-CM, City Attorney Andrea Leslie-Fite, Interim City Clerk Carol Williams, Public Information and Communications Officer, Chip Nuhrah, Director of Finance Elizabeth B. (Beth) Beam, CPA, Director of Human Resources, Deborah (Deb) Jolly; Fire Chief, William P. Hunt, MPA, EFO; Chief of Police Jeffrey H. (Jeff) Ledford, Director of Water Resources, David Hux; Director of Planning and Development Services Walter (Walt) Scharer, AICP, and Jennipher H. Harrill, Social Media Manager, Blue Eyes Media Connections

**Absent:** Council Members David W. White and Emilie Bullock

Mayor Anthony called the meeting to order at 6:00 p.m. and welcomed all in attendance and delivered the invocation.

Council member Charles Webber led the Pledge of Allegiance.

**A. Approval of agenda:**

- 1) Motion to adopt the proposed agenda

**ACTION TAKEN:** Upon a motion by Mr. Webber, City Council voted unanimously to approve the agenda as presented.

**B. Special Presentations:**

- 1) Uptown Shelby Association (USA) update - Audrey Whetten Godfrey, Executive Director

Mrs. Godfrey began her presentation by stating that she appreciated the opportunity to highlight some of the events from 2021 and share plans for 2022. She recognized David Royster, a board member and past president of Uptown Shelby Association and stated that the board of Uptown Shelby Association appreciates the support they and other non-profit organizations receive from the City.

Mrs. Godfrey presented a few highlights:

- Uptown Shelby Association is proud to be named a Main Street America Accredited program. This is a national recognition that means USA has met a set of National Accreditation Standards of Performance.
- Mrs. Godfrey is pleased to announce the new Community Engagement Manager, Kaitlyn McNeilly, to coordinate marketing, events, and volunteer program. She started in January and is off to a fantastic start.
- Shelby has been featured in several travel blogs recently, including being named as one of the “Adorable Hallmark Christmas Destinations in North Carolina”. Also, there is an article in *Charlotte is Creative* about Shelby being a great day trip destination.

Mrs. Godfrey presented a few plans and events for 2022:

- After being involved in many projects in the recent years with the City (Uptown murals, and the streetscape construction) USA has decided to focus internally. They currently only have two full-time staff members, Mrs. Godfrey and Ms. McNeilly, so this is a good time to strengthen the foundation of the organization. A few things they are focusing on are:
  - Expanding the volunteer program to help with projects
  - Strategic alignment with community partners such as, the City of Shelby, the Earl Scruggs Center, the Farmers Market, the Don Gibson Theater, the Arts Council and others
  - Business recruitment
  - Developing and implementing a strategic marketing plan to attract visitors to the area
- This week Uptown Shelby Association and the Cleveland County Arts Council are co-hosting the Art Walk on Thursday, April 7<sup>th</sup>
- Second Saturdays kick-off this Saturday, April 9<sup>th</sup>
- Shelby Alive Concert Series has been expanded for five months this year

#### C. Consent Agenda:

Mayor Anthony presented the consent agenda. Ms. Arth moved to approve the consent agenda and the following items were unanimously adopted:

- 1) Approval of the Minutes of the Regular Meeting of March 21, 2022
- 2) Approval of City of Shelby’s Application for United States Department of Transportation Rebuilding American Infrastructure

with Sustainability and Equity (RAISE) Grant Program:  
Resolution No. 26-2022

- 3) Approval of a Resolution Authorizing the Selection of REI Engineers, Inc., Based on Qualifications for Architectural Design for City Hall Roof Replacement Project: Resolution No. 27-2022
- 4) Management Reports:
  - a. Monthly Financial Summary – February 2022
  - b. Planning and Development Monthly Summary – February 2022

**D. Unfinished Business:**

None

**E. New Business:**

- 1) Resolution Authorizing Approval to Submit Grant Applications for State of North Carolina ARPA Funds for Water Resources Planning Projects: Resolution No. 28-2022

Mr. Howell presented Resolution No. 28-2022 for Council's consideration. If approved this would authorize the City Manager to execute and file an application for grant funding on behalf of the City to NCDEQ. This funding is through appropriations that have been made by North Carolina General Assembly through the American Rescue Plan Act (ARPA). Mr. Howell further stated that this grant funding could be up to \$400,000 for additional planning for improvements in the Water and Sewer system, including:

- Water and Wastewater Plant Asset Management Inventory and Tracking
- Water and Wastewater Treatment Plant Capacity Modeling and Rating
- Collection System Outfall Surveying and Modeling
- Short-term and long-term system planning recommendations

Mr. Howell stated he did not believe there is a required match for the grant funding.

Mayor Anthony stated that this appears to be more modeling and planning

projects, not construction. Mr. Howell responded that is correct.

Mr. Hux explained that our Wastewater Treatment Plant is rated at a certain flow and what the City wants to look at is if we can get more wastewater through the plant and improve the plant without having to go through extensive upgrades. It would require a computer hydraulic modeling of the treatment plant. Mr. Hux further explained that the Water Treatment Plant is rated for 12 million gallons per day and the City wants to see operational alternatives to understand exactly where improvements are needed for future upgrades.

Mr. Howell added that the treatment plants are rated at 6 million gallons/day for wastewater and 12 million gallons/day for water. The ratings have to be verified, so conducting this planning will help us understand if the existing ratings are true and if there are ways to expand capabilities without spending capital money.

Mayor Anthony clarified that approving this resolution would allow the City to apply for the ARPA grants available. Mr. Howell responded that is correct.

**ACTION TAKEN:** Upon a motion made by Mr. Causby, City Council voted unanimously to approve and adopt Resolution No. 28-2022 entitled, "A RESOLUTION AUTHORIZING APPROVAL TO SUBMIT GRANT APPLICATIONS FOR STATE OF NORTH CAROLINA ARPA FUNDS FOR WATER RESOURCES PLANNING PROJECTS".

2) Consideration of appointments to City advisory boards and commissions:

a) Shelby-Cleveland County Regional Airport Advisory Board

Mrs. Williams reported the terms of three incumbents, Dicky Amaya, Stephen Jones and Jim Robinson, concluded February 2022. All three incumbents wish to continue their service on this board.

The applications on file in the Clerk's Office include the following:

- Robert Farrow
- Matthew Albinger

Mr. Causby nominated Dicky Amaya and Stephen Jones, for reappointment and Robert Farrow for appointment.

**ACTION TAKEN:** Upon a motion made by Mr. Causby, City Council voted unanimously to close the nominations and accept the nominees by acclamation.

**3) FIRST READING: An Ordinance Amending Chapter 30 of the City of Shelby Code of Ordinances: Ordinance No. 20-2022**

**Mr. Howell presented Ordinance No. 20-2022 for consideration as a first reading stating Mrs. Leslie-Fite has prepared this ordinance in response to legislation previously passed by the General Assembly.**

**City Attorney Leslie-Fite reported that this is an update and review of our Code of Ordinances in response to the changes to N.C.G.S. 160A-175. Prior to this update, all City ordinances were deemed misdemeanors if violated. This statute (160A-175) updates the verbiage such that if a municipality wants an ordinance to be a misdemeanor, each section has to be enumerated. Ordinance No. 20-2022 is the first of several that will be brought to Council to review our ordinances and update each section to either criminalize or decriminalize certain ordinances. Mrs. Leslie-Fite stated that Chapter 30 was a miscellaneous, broad range of topics that were most critical. Subsequent amendments will be coming forward to Council in the future. The status quo will remain on other ordinances until each section can be approved and updated by Council.**

**Mrs. Leslie-Fite stated that this is a First Reading for review and discussion. Mrs. Leslie-Fite further stated that Council can vote on this tonight, but a second reading will be brought before Council on April 18<sup>th</sup> and a vote can be taken at that time.**

**Ms. Arth requested for more elaboration on Section 30-4 – Skating. She stated that it seemed very broad. Mrs. Leslie-Fite read Section 30-4 and further explained it's meaning.**

**Mr. Hopper stated it's a safety issue because in some cities skating has gotten out of hand, skateboarding especially, and pedestrians are put in harms way. Mr. Hopper further stated that some sort of consequences would be appropriate in such cases.**

**Mr. Webber asked City Attorney Leslie-Fite to give an example of the punishment handed out to these misdemeanors. Mrs. Leslie-Fite replied that the misdemeanor language ties back to N.C.G.S. 14-4 which criminalizes these types of violations as a Class III Misdemeanor which is usually a \$50 fine or suspended sentence. Mr. Webber further inquired if these ordinances and penalties were comparable with what other cities similar in size to Shelby were doing. Mrs. Leslie-Fite responded that it is consistent, and she would be glad to provide that type of data to Council at the next meeting.**

Ms. Arth commented that her daughter was Uptown skating just a month ago. She stated that she knew her daughter's skating and reckless skateboarding were two different things, but the Ordinance was very broad.

Mayor Anthony requested City Attorney Leslie-Fite to bring back more information to the next meeting and Council can decide on any revisions necessary.

Mr. Howell stated that Council should look at these ordinances in the context of enforcement and there will be discretion and interpretation given upon enforcement. He further elaborated that Mr. Hopper's example of reckless skateboarders is much different than a young lady skating on the sidewalk. A certain amount of discretion will need to be applied in terms of enforcement.

Mayor Anthony stated he was concerned about Sections 30-73 and 30-74 which relate to discharging firearms, air rifles, firebombs and Molotov cocktails being only misdemeanors.

Mrs. Leslie-Fite explained:

- This Ordinance amendment gives the City enforcement powers, but there are also General Statutes that can punish these offenses as felonies.
- General Statute 160A-175 gives the City power to take action on these offenses, even if the State of North Carolina declines.

Mr. Howell stated that these ordinances are outdated, and the wording may be somewhat different than what modern language is today. Mrs. Leslie-Fite stated the City is taking this opportunity to update these ordinances; further stating that some of the ordinances have not been revised since the 1980s.

By consensus, Council decided not to vote on Ordinance 20-2022 at this time and requested Mrs. Leslie-Fite to provide more information at the Second Reading set for April 18th.

#### F. City Manager's Report:

- 1) Regarding the Carl Spangler trail and newly reconstructed Suspension Bridge – a Dedication is scheduled for April 30<sup>th</sup> at 10:00am. Representatives from Carolina Thread Trail plan to attend.
- 2) Regarding Budget Workshops – Council to consider meeting at lunchtime on May 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup>. Mr. Howell hopes to have the budget adopted at the

June 6<sup>th</sup> meeting, with a Public Hearing scheduled in late May.

- 3) Regarding Phase IA of the Rail Trail - bid opening will be April 28<sup>th</sup>.
- 4) Regarding Depot Park - Request for Qualifications for Engineering and Design will be going out this week or early next week to move that project forward.
- 5) Regarding the Shelby Aquatics Center - bid opening on May 13<sup>th</sup>
- 6) Regarding Bulky Item Week – pick up will be the week of April 11<sup>th</sup> – 14<sup>th</sup>. Mr. Howell expressed to Council the concern that many people put their bulky items out weeks ahead of time. This is unappealing and becomes a safety issue. Mr. Howell encouraged people to not put their items out until the night before their collection day.
- 7) Regarding Shell Building #4 – Hickory Construction will be mobilizing and onsite the end of April or first of May.
- 8) Regarding T-Hangar #4 – Steel erection is mostly complete, and the project should be done by the end of May.
- 9) Regarding personnel notifications – The City hired Water and Sewer Resources Manager Brian Wilson from the City of Newton; Julie McMurry will be retiring on May 27<sup>th</sup>; and Karen Wilkins will be retiring June 30<sup>th</sup>.

**G. Council Announcements and Remarks:**

- 1) Mayor Anthony stated he was concerned with the number of retirements the City is experiencing.
- 2) Mr. Hopper stated he hoped everyone would be wearing their Carolina blue tonight and pulling for the Tarheels in the National Championship game.
- 3) Mr. Webber stated that it was good to see the City was getting quality staff coming from other cities instead of us losing employees to other cities.
- 4) Ms. Arth commented that Julie McMurry and Karen Wilkins will be sorely missed. She reminded everyone that the student Art Show starts this Thursday and the Art Walk will be Uptown as well.

**H. Adjournment:**

**1) Motion to adjourn**

**ACTION TAKEN:** Upon a motion made by Ms. Arth, City Council voted unanimously to adjourn the meeting at 6:36 p.m.

**Respectfully submitted,**

**Carol Williams  
Interim City Clerk**

**O. Stanhope Anthony III  
Mayor**

**Minutes of April 4, 2022**

**DRAFT**



City of Shelby  
Agenda Item Summary  
April 18, 2022  
Council Chambers

Agenda Item: D-2

- 2) Approval of a resolution declaring April 10-16, 2022, as National Public Safety Telecommunicators Week and honor the men and women who serve as Public Safety Telecommunicators in our community: Resolution No. 29-2022

**Consent Agenda Item: (Jeff Ledford, Chief of Police)**

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Summary of Available Information:

- Memorandum dated April 12, 2022 from Jeff Ledford, Chief of Police, to Rick
- Resolution No. 29-2022

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City Manager's Recommendation / Comments

Resolution No. 29-2022 is presented for your consideration in order to recognize this very important function of City government and the outstanding employees who are there to serve our citizens 24/7/365 with high quality service. These men and women answered over 45,000 calls for service that came into the public safety access point (PSAP) last year. They did so with distinction and with an emphasis on customer service. As you know the City of Shelby, Police Department, Communication Center received initial accreditation from the Commission on Accreditation for Law Enforcement Agencies (CALEA) in 2014 and has since be reaccredited.

**It is recommended that Resolution No. 29-2022 be adopted and approved by City Council via the Consent Agenda.**

# *Memo*

To: Rick Howell, City Manager  
From: Jeff Ledford, Chief of Police  
Date: April 12, 2022  
Subject: Council Resolution for Telecommunicators Week, 2022

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## **Background**

In 1991, the 102nd Congress passed US House Joint Resolution 284 designating the second week in April as National Public Safety Telecommunicators Week. Each day, Public Safety Telecommunicators answer thousands of 9-1-1 emergency calls for service across the United States. These Telecommunicators are often the initial contact citizens have with public safety officials in times of an emergency. Their work is often performed behind the scenes out of public sight. As stated in the joint resolution passed by Congress, “Public Safety Telecommunicators daily serve the public in countless ways without due recognition by the beneficiaries of their service.” National Public Safety Telecommunicators Week is a way for communities to publicly recognize that service.

## **Review**

The City of Shelby has twelve full-time and ten part-time Public Safety Telecommunicators that serve our community twenty-fours a day, seven days a week. In 2021, these men and women received and processed 45,369 calls for service. These calls ranged from routine customer needs to life-or-death situations. Their professionalism, dedication, and commitment to excellence is demonstrated and verified through the Public Safety Communications Accreditation program administered by the Commission on Accreditation for Law Enforcement Agencies, Inc. Currently, there are 123 9-1-1 Communications Centers in NC. The Shelby Police Department Communications Center was the first municipal law enforcement communications center accredited in NC and is currently one of four 9-1-1 centers currently accredited by the commission. In the United States, the Shelby Police Department Communications Center is one of 19 municipal 9-1-1 communications centers accredited by the commission.

## **Recommendation**

It is recommended that council consider the attached resolution recognizing National Public Safety Telecommunicators Week from April 10-16, 2022.

RESOLUTION NO. 29-2022

A RESOLUTION DECLARING APRIL 10-16, 2022, AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK AND HONOR THE MEN AND WOMEN WHO SERVE AS PUBLIC SAFETY TELECOMMUNICATORS IN OUR COMMUNITY.

WHEREAS, emergencies can occur anytime within our community; and

WHEREAS, the prompt response of public safety agencies is critical to the protection of life and preservation of property; and

WHEREAS, the Public Safety Telecommunicators of the Shelby Police Department are responsible for receiving and processing emergency 9-1-1 calls in our community and dispatching law enforcement personnel and routing fire and medical emergency calls to the appropriate agency; and

WHEREAS, the safety of our first responders is dependent upon the quality and accuracy of information obtained from citizens who call 9-1-1; and

WHEREAS, the Public Safety Telecommunicators have contributed substantially to the safety of the citizens within our community; and

WHEREAS, each Telecommunicator has exhibited compassion, understanding, and professionalism during the performance of their duties over the past year.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHELBY, NORTH CAROLINA:

- Section 1. Shelby City Council hereby declares the week of April 10-16, 2022, as National Public Safety Telecommunicator Week in Shelby, NC.
- Section 2. Shelby City Council joins in honoring the men and women of the Shelby Police Department 9-1-1 Communications Center whose diligence and professionalism helps to keep our community, neighborhoods, schools and businesses safe.
- Section 3. This resolution shall become effective upon its adoption and approval.

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O Stanhope Anthony III  
Mayor

ATTEST:

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Carol Williams  
Interim City Clerk

City of Shelby  
Agenda Item Summary  
April 18, 2022  
Council Chambers

E. Unfinished Business

Agenda Item: E-1

- 1) **SECOND READING:** An Ordinance Amending Chapter 30 of the City of Shelby Code of Ordinances: Ordinance No. 20-2022

**New Business Item: (Andrea Leslie-Fite, City Attorney)**

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- Memorandum dated March 29, 2022 from Andrea Leslie-Fite, City Attorney to Rick Howell, City Manager
- Ordinance No. 20-2022

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City Manager's Recommendation / Comments

Ordinance No. 20-2022 is presented for City Council as a Second Reading at this time. This ordinance amendment results from action taken by the North Carolina General Assembly amending NCGS 160-175.

The City Attorney has provided me with a memorandum of explanation for the needed changes. She will address Council at this time and answer any questions you may have.

ORDINANCE NO. 20-2022

AN ORDINANCE AMENDING CHAPTER 30 OF THE  
CITY OF SHELBY CODE OF ORDINANCES

**WHEREAS**, the Shelby City Council deems it prudent and necessary to update the Code of Ordinances to reflect new conditions and changed circumstances; and

**WHEREAS**, N.C.G.S. 160A-175 provided that effective December 1, 2021 a violation of a city ordinance may be a misdemeanor as provided by N.C.G.S. § 14-4 only if the City specifies such in the ordinance; and

**WHEREAS**, prior to December 1, 2021 state law provided that the violation of a city ordinance is a misdemeanor unless the City otherwise provides;

**WHEREAS**, the Shelby City Council intends for certain ordinance violations to continue to be punishable as a misdemeanor;

**WHEREAS**, Part XIII of Senate Bill 300/Session Law 2021-138 expressly prohibits criminal penalties for the regulation and licensing of businesses and trades; and

**WHEREAS**, Part XII of Senate Bill 300/Session Law 2021-138 expressly prohibits criminal penalties for the regulation of trees.

NOW, THEREFORE, BE IT RESOLVED that:

**Section 1.** Chapter 30 of the City of Shelby Code of Ordinances be amended as follows:

**Sec. 30-1. Admission charge, nonpayment.**

(b) A violation of this section is punishable as a misdemeanor.

**Sec. 30-2. Distributing handbills, circulars.**

(b) A violation of this section is punishable as a misdemeanor.

**Sec. 30-3. Loitering.**

(c) A violation of this section is punishable as a misdemeanor.

**Sec. 30-4. Skating.**

(4) A violation of this section is punishable as a misdemeanor.

**Sec. 30-5. Sale, use of alcoholic beverages on city property.**

A violation of this section is punishable as a misdemeanor.

**Sec. 30-6. Urban archery deer hunting.**

(i) A violation of this section is punishable as a misdemeanor.

**Sec. 30-41. Injuring, damaging.**

(c) A violation of this section is punishable as a misdemeanor.

**Sec. 30-71. Discharging firearms, air rifles.**

A violation of this section is punishable as a misdemeanor.

**Sec. 30-73. Fire bombs, Molotov cocktails.**

(d) A violation of this section is punishable as a misdemeanor.

**Sec. 30-74. Throwing missiles.**

A violation of this section is punishable as a misdemeanor.

**Sec. 30-111. Obscenity.**

A violation of this section is punishable as a misdemeanor.

**Section 2.** The ordinance shall become effective upon its adoption and approval.

ADOPTED AND APPROVED this the 4<sup>th</sup> day of April, 2022.

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O. Stanhope Anthony, III  
Mayor

ATTEST:

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Carol Williams  
Interim City Clerk

APPROVED AS TO FORM:

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Andrea Leslie-Fite  
City Attorney

City of Shelby  
Agenda Item Summary  
April 18, 2022  
Council Chambers

F. New Business

Agenda Item F-1

- 1) Consideration of appointments to City advisory boards and commissions:
  - a. Keep Shelby Beautiful Commission

**New Business Item: (Carol Williams, Interim City Clerk)**

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Summary of Available Information:

- Memorandum dated April 12, 2022 from Carol Williams, Interim City Clerk to Rick Howell, City Manager
- KSB Commission 2022 Roster
- Application from Cheryl Yates

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City Manager's Recommendation / Comments

Volunteers are an essential part of the work the City performs each year. As always this is just a reminder that we all should work to recruit qualified and quality people to serve whenever possible. Solicitation of both qualified and interested citizens to serve on these important advisory boards remains a priority for 2022. I would challenge each of you to recruit viable candidates that possess the knowledge and willingness to serve during the coming months.

I cannot emphasize enough the importance of appointing quality people to these very important citizen boards and commissions. It is incumbent upon Council as the appointing authority to ensure members are responsible members of the community who will make decisions that reflect the established and recognized values of the City. These appointees after all reflect upon Council as the appointing authority as well as the City as they conduct business month to month.

**OFFICE OF THE  
CITY CLERK**



# Memo

To: Rick Howell, City Manager  
From: Carol Williams, Interim City Clerk  
Date: April 12, 2022  
Re: Appointments to City Advisory Boards

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**BOARD REVIEW:**

**KEEP SHELBY BEAUTIFUL COMMISSION –**

The terms of four incumbents, Joe Suttle, Kellie Ledford, Linda Price, and Dick Baker, Jr. concluded January 2022. All four incumbents wish to continue their service.

There is one application on file in the Clerk's Office – Cheryl Yates

**POSSIBLE ACTION:**

**KEEP SHELBY BEAUTIFUL COMMISSION –**

Council can begin the nominating process or take appointive action for four new terms concluding anuary 2025.

**Attachment:**

A. KSB Commission Roster 2022



**KEEP SHELBY BEAUTIFUL (KSB) COMMISSION ROSTER 2022**

<b>MEMBERS</b>	<b>ADDRESS</b>	<b>TERM EXPIRATION</b>	<b>PHONE NUMBER</b>
Audrey Whetten Godfrey Executive Director <a href="mailto:awhetten@uptownshelby.com">awhetten@uptownshelby.com</a>	211 South Trade Street Shelby, NC 28150	USA Representative	W: 704 484-3100
Linda G. Bridges <a href="mailto:Kbridges3@carolina.rr.com">Kbridges3@carolina.rr.com</a>	1204 Brookwood Drive Shelby, NC 28150	January 2023	704 482-3722
Charles Hamrick <a href="mailto:Mrcharles911@gmail.com">Mrcharles911@gmail.com</a>	PO Box 1356 Shelby, NC 28151	January 2023	704 996-3114
Laurie Hendrick <a href="mailto:laurieh@carolina.rr.com">laurieh@carolina.rr.com</a>	926 Elizabeth Road Shelby, NC 28150	January 2023	H: 704 487-5103 C: 704 418-4984
Modestenia Bush <a href="mailto:Modesteniabush71@yahoo.com">Modesteniabush71@yahoo.com</a>	1338 N. Lafayette St. Shelby, NC 28150	January 2023	H: 704 471-9702 C: 704 472-6556
A. Patrick McMurry <a href="mailto:apmcmurry@gmail.com">apmcmurry@gmail.com</a>	600 Peach Street Shelby, NC 28150	January 2024	704 692-1819
Wiley Smith Jr. <a href="mailto:Wileysmith29@gmail.com">Wileysmith29@gmail.com</a>	861 West Marion St. Shelby, NC 28150	January 2024	C: 704 418-5070
Don Costner <a href="mailto:Don.costner@allentate.com">Don.costner@allentate.com</a>	814 East Marion St. Shelby, NC 28152	January 2024	H: 704 480- 1989 W: 704 472-8052
Patti Ellis McMurry <a href="mailto:Patti.mcmurry@hospicecares.cc">Patti.mcmurry@hospicecares.cc</a>	905 Elizabeth Road Shelby, NC 28150	January 2024	H: 980 522-1340 W: 704 487-4677
Dana White <a href="mailto:danawhite@hotmail.com">danawhite@hotmail.com</a>	1007 Queens Circle Shelby, NC 28150	January 2024	H: 704 487-1757 W: 704 487-8627
Joe Linton Suttle IV <a href="mailto:Joessuttle4@gmail.com">Joessuttle4@gmail.com</a>	909 Elizabeth Road Shelby, NC 28150	January 2022	H: 704 300-1516 W: 704 484-6295
Kellie Ledford <a href="mailto:Kellie.j.ledford@gmail.com">Kellie.j.ledford@gmail.com</a>	219 Windsor Road Shelby, NC 28150	January 2022	704 473-6676
Linda Price <a href="mailto:Lp044404@gmail.com">Lp044404@gmail.com</a>	427 Windsor Drive Shelby, NC 28150	January 2022	H: 704 487-666
Richard F. (Dick) Baker Jr. <a href="mailto:Rbaker51@carolina.rr.com">Rbaker51@carolina.rr.com</a>	1810 Country Garden Drive Shelby, NC 28150	January 2022	W: 980 487-3787 C: 704 574-1443
Chris Carter	1342 Harvest Moon Drive Shelby, NC 28150	January 2023	W: 704 482-4341 C: 704 692-9437

**Meetings held on the 1<sup>st</sup> Wednesday of each month:** 11:45 – 1:00pm; Don Gibson Theatre, 318 S. Washington Street Shelby, NC 28150

**City Council Liaison:** David Causby; 613 South Washington Street, Shelby, NC 28150; 704 477-9565; email: [david.causby@cityofshelby.com](mailto:david.causby@cityofshelby.com)

**Advisor:** Fred Blackley. 504 S. Dekalb St. Shelby, NC 28150 W: 704 484-1731; [fred504@bellsouth.net](mailto:fred504@bellsouth.net)

**Staffed by Planning and Development Services Department (704 484-6829):** Walt Scharer, Director and KSB Coordinator, [walt.scharer@cityofshelby.com](mailto:walt.scharer@cityofshelby.com)



### APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

The Shelby City Council believes that all citizens should have the opportunity to actively participate in governmental decisions. One way of participating is by serving as a voluntary member of one of the City's Boards, Commissions or Committees as outlined below. If you have interest in being considered for appointment, please complete the form below and mail it to the City Clerk, City of Shelby, and P.O. Box 207, Shelby, North Carolina 28151-0207.

- Shelby-Cleveland County Regional Airport Advisory Commission
- Shelby Alcoholic Beverage Control Board
- Shelby Appearance Advisory Commission
- Shelby Zoning Board of Adjustment
- Shelby Community Relations Council
- Shelby Fireman's Relief Fund Board of Trustees
- Shelby Housing & Redevelopment Advisory Board
- Shelby Parks & Recreation Advisory Commission
- Shelby Planning & Zoning Advisory Board
- \*Other committees that may be formed by the Mayor and City Council

DATE 4-27-18

NAME Cheryl Yates

ADDRESS (No PO Boxes, please) 405 Edgewood Rd

CITY / STATE / ZIP Shelby NC 28150

Trd 4

TELEPHONE (Home) 704-418-1065 (Work) \_\_\_\_\_

EMAIL ADDRESS yatescheryl09@gmail.com

OCCUPATION Retired

EDUCATIONAL BACKGROUND High School

BOARD OR COMMISSION INTERESTED IN:

1. Keep Shelby Beautiful
2. \_\_\_\_\_
3. \_\_\_\_\_

OTHER COMMENTS:

I love to volunteer and have an interest  
in keeping our city beautiful.

SIGNATURE

Cheryl Yates

DATE

4-27-18

City of Shelby  
Agenda Item Summary  
April 18, 2022  
Council Chambers

Agenda Item F-2

- 2) Approval of a resolution requesting the North Carolina General Assembly to amend the City of Shelby, North Carolina charter to provide that the City Manager shall appoint the City Clerk: Resolution No. 30-2022

**Consent Agenda Item: (Rick Howell, City Manager)**

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Summary of Available Information:

- Resolution No. 30-2022

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City Manager's Recommendation / Comments

Resolution No. 30-2022 is presented for City Council consideration. If approved this resolution would authorize that a request be made to the local delegation of the NC General Assembly for amendment of the current City Charter allowing for the hiring of the City Clerk by the City Manager.

This amendment would allow for the City Clerk to transition from a “serve at the pleasure” of Council employee to one that would be hired, supervised and regularly evaluated by the City Manager in the day to day conduct of the Clerk’s duties and responsibilities.

**It is my recommendation Resolution No. 30-2022 be adopted and approved by City Council at this time.**

RESOLUTION NO. 30-2022

A RESOLUTION REQUESTING THE NORTH CAROLINA GENERAL ASSEMBLY TO AMEND THE CITY OF SHELBY, NORTH CAROLINA CHARTER TO PROVIDE THAT THE CITY MANAGER SHALL APPOINT THE CITY CLERK

WHEREAS, G.S. 160A-171 provides, "There shall be a city clerk who shall give notice of meetings of the council, keep a journal of the proceedings of the council, be the custodian of all city records, and shall perform any other duties that may be required by law or the council."; and

WHEREAS, G.S. 160A-148 (a)(1) provides, "He [the City Manager] shall appoint and suspend or remove all city officers and employees not elected by the people and whose appointment or removal is not otherwise provided for by law...".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHELBY, NORTH CAROLINA:

**Section 1.** The City Council of Shelby, North Carolina requests that the North Carolina General Assembly amend Section 16.1(5) of the Charter of the City of Shelby, North Carolina, being Chapter 509, section 1 of Session Laws of 1961, as amended as follows:

1. Section 16.1 (5) Appoint and remove all employees of the city, not including, however the city attorney, ~~the city clerk and treasurer~~, the city auditor, members of committees and commissions, now appointed by City Council in conformity with the Charter and present ordinances of the City.

**Section 2.** This resolution shall become effective upon its adoption and approval.

Adopted and approved this the 18<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
O. Stanhope Anthony III  
Mayor

ATTEST:

\_\_\_\_\_  
Carol Williams  
Interim City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrea Leslie-Fite  
City Attorney

City of Shelby  
Agenda Item Summary  
April 18, 2022  
Council Chambers

Agenda Item F-3

- 3) Approval of a resolution for approving the submission of the City of Shelby 2021 Local Water Supply Plan: Resolution No. 31-2022

**Consent Agenda Item: (Rick Howell, City Manager and David Hux, Water Resources Director)**

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Summary of Available Information:

- Memorandum dated April 18, 2022 from David Hux, Director of Water Resources to Rick Howell, City Manager
- Local Supply Plan data
- Letter dated March 30, 2022 from NCDEQ to Billy Wilkie, WTP Supervisor
- Resolution No. 31-2022

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City Manager's Recommendation / Comments

Resolution No. 31-2022 is presented for City Council consideration. If approved this resolution would formally adopt the attached Local Water Supply Plan. The plan has been submitted to NC DEQ Division of Water Resources which has determined that the City's plan meets all of the "minimum criteria established in North Carolina General Statute 143-355(l)." In order for the plan to be fully in effect adoption by the governing board must now occur.

**It is my recommendation Resolution No. 31-2022 be adopted and approved by City Council at this time.**



Post Office Box 207 · Shelby, NC 28151-0207

## **Memorandum**

**To:** Rick Howell; City Manager

**From:** David Hux; Director Water Resources *David Hux*

**RE:** **April 18<sup>th</sup> Council Agenda**  
**2021 Local Water Supply Plan Adoption**

**Date:** April 13, 2022

### **Background**

North Carolina General Statute G.S. 143-355(l) requires all community water systems that regularly serve 1,000 or more service connections or serve more than 3,000 people to prepare a Local Water Supply Plan (LWSP). A Local Water Supply Plan is an assessment of a water system's current and future water needs and requiring the City to document the ability to meet those needs. By understanding current and future needs, the State's goal is to ensure that local governments can better manage water supplies and be better prepared to plan for water supply system improvements. Based upon the general statutes, this plan must be completed annually and every five (5) years this plan must be adopted by City Council through a signed resolution.

The LWSP requires the municipality to look at several aspects of system management:

System Information - Lengths, line sizes, materials, Storage Capacity, and relative programs managed by the City  
Current Water Use Information - Water Use by type (Average per day) & contract sales  
Water Supply Information - River Withdrawals and purchases  
Wastewater Information - Monthly discharges from WWTP and WTP discharge permits  
Water Sales Projections - Based on residential, commercial, and industrial growth

### **Review**

The City of Shelby's Local Water Supply Plan for 2021 was submitted and approved by the North Carolina Public Water Supply Section. The City's water system has adequate capacity and is well built with mostly ductile iron piping, allowing us to provide our customers with reliable water service. One improvement has been the reduction of water loss throughout the water system. Over the past five years, the City has reduced water loss (unaccounted for water) from greater

than 20% to 10% during 2021. Water loss is something that staff continues to evaluate through leak detection, unmetered customer identification and through replacement of aging infrastructure. Significant reinvestment in our system has significantly helped with projects such as:

- Grover Morgan Waterline Project
- Uptown Water Replacement Project
- Water Plant Upgrades 2021

### **Recommendation**

As noted in the attached memo from the State, our plan must be adopted by council in order that Shelby can be considered compliant with the General Statutes. Staff recommends that the 2021 Local Water Supply Plan be recognized and adopted through a resolution by City Council as required by NCDEQ. City Staff will continue modify and update the LWSP annually as required.

Please let me know if you have any questions regarding the Local Water Supply Plan.



# Shelby

2021 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

## 1. System Information

### Contact Information

Water System Name:	Shelby	PWSID:	01-23-010
Mailing Address:	PO Box 207 Shelby, NC 28150	Ownership:	Municipality
Contact Person:	Billy Wilkie	Title:	WTP Supervisor/ORC
Phone:	704-484-6885	Cell/Mobile:	--
Secondary Contact:	David Hux	Phone:	704-484-6840
Mailing Address:	PO Box 207 Shelby, NC 28151-0207	Cell/Mobile:	--

**Provisional**

### Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Cast Iron	4-16	48.73 %
Ductile Iron	6-24	46.24 %
Galvanized Iron	2	0.82 %
Other	2-10	0.49 %
Polyvinyl Chloride	2-12	3.72 %

What are the estimated total miles of distribution system lines? **227 Miles**

How many feet of distribution lines were replaced during 2021? **1,255 Feet**

How many feet of new water mains were added during 2021? **21 Feet**

How many meters were replaced in 2021? **224**

How old are the oldest meters in this system? **20 Year(s)**

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? **553**

What is this system's finished water storage capacity? **8.0000 Million Gallons**

Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* **No**

### Programs

Does this system have a program to work or flush hydrants? **Yes, 2 Years or More**

Does this system have a valve exercise program? **Yes, As Needed**

Does this system have a cross-connection program? **Yes**

Does this system have a program to replace meters? **Yes**

Does this system have a plumbing retrofit program? **No**

Does this system have an active water conservation public education program? **Yes**

Does this system have a leak detection program? **Yes**

City continues to utilize acoustic detection equipment for leak detection as needed.

**Water Conservation**

What type of rate structure is used? **Flat/Fixed**

How much reclaimed water does this system use? **0.0000 MGD** For how many connections? **0**

Does this system have an interconnection with another system capable of providing water in an emergency? **No**

The City does not have a permanent interconnection with other water providers in order for the City to receive water. The City can provide water to Cleveland County Water. CCW is in the process of planning for a new booster station that could potentially provide water to the City of Shelby.

**2. Water Use Information**

**Service Area**

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Broad River (01-1)	100 %	Cleveland	100 %

What was the year-round population served in 2021? **21,786**

Has this system acquired another system since last report? **No**

The City was not able to upload the shapefile due to a problem with the NCDEQ website script. Shelby notified the State and made them aware of the problem. An email with the shapefile was sent to Klaus Albertin with DEQ and he was unable to upload it as well. The mapping for Shelby changed very little from previous year.

**Water Use by Type**

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	8,557	1.2400	0	0.0000
Commercial	1,224	0.4510	0	0.0000
Industrial	87	2.3190	0	0.0000
Institutional	293	0.3370	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? **0.1650 MGD**

**Water Sales**

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	Contract		Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
				MGD	Expiration			
Cleveland County Water	01-23-055	0.1240	1	1.0000		Yes	12	Emergency
Town of Boiling Springs	01-23-025	0.3960	365	1.0000	2034	Yes	16	Regular

**3. Water Supply Sources**

**Monthly Withdrawals & Purchases**

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	5.1990	6.9090	May	5.6570	7.1550	Sep	5.9800	6.6840
Feb	5.1870	6.0010	Jun	5.7910	6.7010	Oct	5.6680	6.5220
Mar	5.1090	5.6510	Jul	5.9100	7.1310	Nov	5.2180	5.9500
Apr	5.3110	6.0470	Aug	5.9720	6.5500	Dec	4.7650	5.4910



**Surface Water Sources**

Stream	Reservoir	Average Daily Withdrawal		Maximum Day Withdrawal (MGD)	Available Raw Water Supply	Usable On-Stream Raw Water Supply Storage (MG)
		MGD	Days Used		MGD * Qualifier	

1st Broad River	Broad River 01-5-510	5.4810	365	0.0000	18.0000	F	0.0000
Broad River		0.0000	0	0.0000	9.0000	F	0.0000

\* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity Use Area Permit

**Surface Water Sources (continued)**

Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Offline	Use Type
1st Broad River	Broad River 01-5-510	226	Yes	Broad River (01-1)	Cleveland		Regular
Broad River		884	No	Broad River (01-1)	Cleveland		Emergency

What is this system's off-stream raw water supply storage capacity? 19 Million gallons

Are surface water sources monitored? Yes, Daily

Are you required to maintain minimum flows downstream of its intake or dam? Yes

Does this system anticipate transferring surface water between river basins? No

**Water Treatment Plants**

Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Output Metered?	Source
City of Shelby	12.0000	Yes	Yes	First Broad River; Broad River

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2021? No

If yes, was any water conservation implemented?

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2021? No

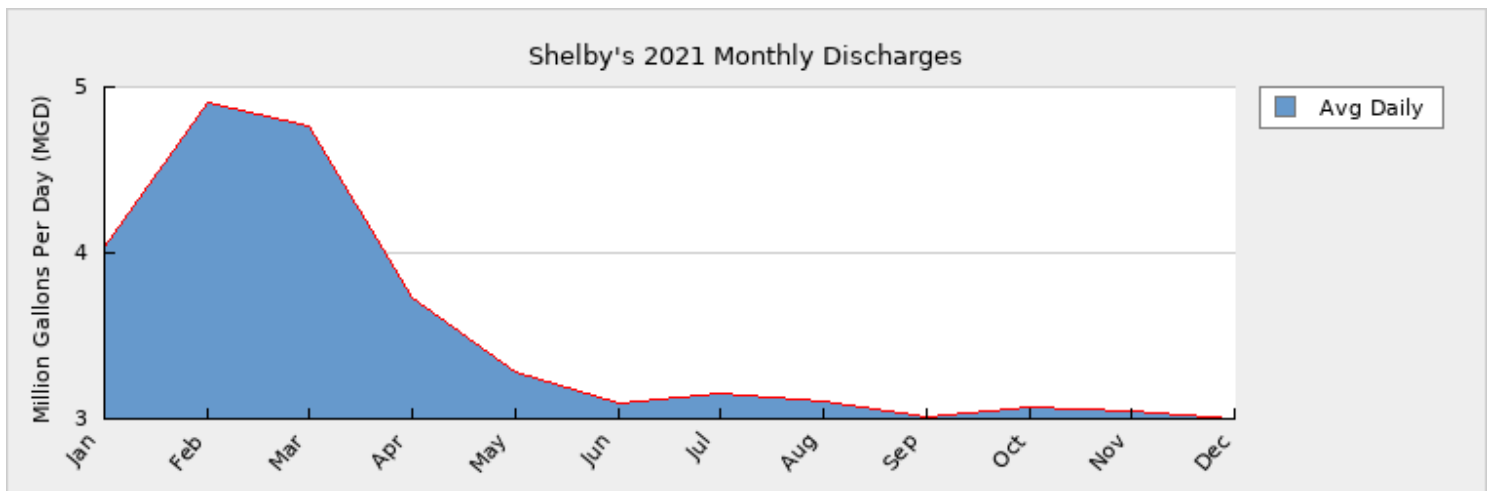
If yes, was any water conservation implemented?

Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? No

**4. Wastewater Information**

**Monthly Discharges**

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	4.0400	May	3.2800	Sep	3.0100
Feb	4.9100	Jun	3.0900	Oct	3.0700
Mar	4.7600	Jul	3.1500	Nov	3.0500
Apr	3.7300	Aug	3.1000	Dec	3.0000



How many sewer connections does this system have? 8,449

How many water service connections with septic systems does this system have? 1,357

Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

City does have some inactive accounts for that are on septic (91)

**Wastewater Permits**

Permit Number	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
NC0024538	6.0000	6.0000	3.4000		First Broad River	Broad River (01-1)
NC0027197	0.0000	0.0000	0.1130		Unnamed tributary 1st Broad Riv	Broad River (01-1)

**Wastewater Interconnections**

Water System	PWSID	Type	Average Daily Amount		Contract Maximum (MGD)
			MGD	Days Used	
Kingstown	01-20-055	Receiving	0.0180	365	0.0000
Town of Fallston	01-23-035	Receiving	0.0230	365	0.0000

**5. Planning**

**Projections**

	2021	2030	2040	2050	2060	2070
Year-Round Population	21,786	23,541	24,854	26,125	27,461	28,865
Seasonal Population	0	0	0	0	0	0
Residential	1.2400	1.4360	1.5160	1.5940	1.6750	1.7610
Commercial	0.4510	0.5390	0.6210	0.6690	0.7210	0.7770
Industrial	2.3190	2.4250	2.5500	2.6800	2.8170	2.9610
Institutional	0.3370	0.0350	0.0370	0.0390	0.0410	0.0430
System Process	0.1650	0.4050	0.4150	0.4260	0.4370	0.4480
Unaccounted-for	0.5727	0.6143	0.6523	0.6864	0.7223	0.7603

**Demand v/s Percent of Supply**

	2021	2030	2040	2050	2060	2070
Surface Water Supply	18.0000	18.0000	18.0000	18.0000	18.0000	18.0000
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total Available Supply (MGD)</b>	<b>18.0000</b>	<b>18.0000</b>	<b>18.0000</b>	<b>18.0000</b>	<b>18.0000</b>	<b>18.0000</b>
Service Area Demand	5.0847	5.4543	5.7913	6.0944	6.4133	6.7503
Sales	0.3963	1.0000	1.0000	1.0000	1.0000	1.0000
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total Demand (MGD)</b>	<b>5.4810</b>	<b>6.4543</b>	<b>6.7913</b>	<b>7.0944</b>	<b>7.4133</b>	<b>7.7503</b>
Demand as Percent of Supply	30%	36%	38%	39%	41%	43%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 57 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here. **City will continue to educate our customers about water conservation measures**

Are there other demand management practices you will implement to reduce your future supply needs? **City has significantly reduced water loss through upgrades to the water plant and distribution system. City will continue to evaluate the system for leaks and unmetered water connections.**

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs?

How does the water system intend to implement the demand management and supply planning components above?

#### Additional Information

Has this system participated in regional water supply or water use planning? No

What major water supply reports or studies were used for planning?

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues: City has upgraded the Water Treatment Plant and made huge strides to improve the distribution system. The City will begin Phase II of our cross town waterline that will involve an 24-inch extension from Marion Street to Forest Hills Drive. This line will be extended to the South Tank and we have various interconnections with the existing distribution system main transmission lines. Altitude valves will be also installed on the North and South Tanks.

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

ROY COOPER  
Governor

ELIZABETH S. BISER  
Secretary

RICHARD E. ROGERS, JR.  
Director



NORTH CAROLINA  
Environmental Quality

March 30, 2022

Billy Wilkie  
WTP Supervisor/ORC  
Town of Shelby  
P.O. Box 207  
Shelby, NC 28150

**Subject: LWSP Meet Minimum Criteria**  
Town of Shelby Water System  
PWSID#: 01-23-010  
Cleveland County

Dear Mr. Wilkie,

This letter is to notify you that our staff has reviewed the information contained in the 2021 Local Water Supply Plan (LWSP) update submitted by your office. Since all the required information is complete, the LWSP for the Town of Shelby's Water System hereby meets the minimum criteria established in North Carolina General Statute 143-355(l).

Your water system's 2021 LWSP is now viewable online from the LWSP website found at: [https://www.ncwater.org/Water\\_Supply\\_Planning/Local\\_Water\\_Supply\\_Plan/search.php](https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/search.php). The plan has been made available after our best efforts to screen any errors. As a final check, please review and report any mistakes or omissions to the review engineer. Unless notified otherwise, the Division of Water Resources considers your 2021 LWSP complete.

The 2021 LWSP must next be adopted by your water system's governing board; a model LWSP resolution is available online on the right side of the page in the Forms and Docs section at: [https://www.ncwater.org/Water\\_Supply\\_Planning/Local\\_Water\\_Supply\\_Plan/learn.php](https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/learn.php). A copy of the signed resolution must be submitted to Linwood Peele, Water Supply Planning Section Supervisor, at the address printed at the bottom of this letter. The LWSP cannot be considered compliant with the requirements of NCGS 143-355(l) until an adopted resolution is received.

Thank you very much for your efforts to provide your customers with a safe and reliable supply of drinking water. We look forward to continuing to work with you in these efforts. Please contact Louis Murray at [louis.murray@ncdenr.gov](mailto:louis.murray@ncdenr.gov) or (919)707-9017, or Linwood Peele at [linwood.peele@ncdenr.gov](mailto:linwood.peele@ncdenr.gov) or (919) 707-9024, if we can be of further assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Linwood E. Peele".

Linwood E. Peele, Supervisor  
Division of Water Resources, NCDEQ



North Carolina Department of Environmental Quality | Division of Water Resources  
512 North Salisbury Street | 1611 Mail Service Center | Raleigh, North Carolina 27699-1611  
919.707.9000

**RESOLUTION NO. 31-2022**

**A RESOLUTION FOR APPROVING THE SUBMISSION OF THE  
CITY OF SHELBY 2021 LOCAL WATER SUPPLY PLAN**

**WHEREAS**, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water services or plans to provide such services shall, either individually or together with other such units of local government prepare and submit a Local Water Supply Plan; and

**WHEREAS**, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for the City of Shelby has been developed and submitted to the Shelby City Council for approval; and

**WHEREAS**, the Shelby City Council finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies of the City of Shelby, as well as useful information to the North Carolina Department of Environmental Quality (NCDEQ) for the development of a state water supply plan as required by statute; and

**WHEREAS**, Division of Water Resources staff have reviewed the preliminary submission of Shelby's Local Water Supply Plan and have provided written concurrence that the 2021 submission meets the minimum criteria as established by NCGS 143-355 (l).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHELBY, NORTH CAROLINA:**

Section 1. The Shelby City Council hereby approves that the 2021 Local Water Supply Plan for the City of Shelby is hereby approved and shall be submitted to the North Carolina Department of Environmental Quality, Division of Water Resources.

Section 2. The Shelby City Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by DEQ, in accordance with the statute and sound planning practices.

Adopted and approved, this 18<sup>th</sup> day of April 2022.

\_\_\_\_\_  
O. Stanhope Anthony III  
Mayor

ATTEST:

\_\_\_\_\_  
Carol Williams  
Interim City Clerk

City of Shelby  
Agenda Item Summary  
April 18, 2022  
Council Chambers

**Agenda Item F-4**

4) Shelby-Cleveland County Regional Airport T-Hangar Construction:

- a. Approval of a Resolution Accepting and Entering into an Agreement with the North Carolina Department of Transportation to Accept Grant Funding for the Shelby-Cleveland County Regional Airport Grant No. 36237.16.16.1: Resolution No. 32-2022
- b. Approval of a Resolution Accepting and Entering into an Agreement with the North Carolina Department of Transportation to Accept Grant Funding for the Shelby-Cleveland County Regional Airport Grant No. 36237.16.16.1: Resolution No. 33-2022

**Unfinished Business Item: (Rick Howell, City Manager and Ben Yarboro, Assistant City Manager of Utilities)**

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Summary of Available Information:

- Memorandum dated April 13, 2022 from Ben Yarboro, Assistant City Manager of Utilities to Rick Howell, City Manager
- NCDOT Grant 36237.16.17.1 Agreement (included in a separate email due to size)
- NCDOT Grant 36237.16.17.2 Agreement (included in a separate email due to size)
- Resolution No. 32-2022
- Resolution No. 33-2022

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City Manager's Recommendation / Comments

Resolution Nos. 32-2022 and 33-2002 are presented for City Council consideration at this time. Mr. Yarboro has submitted a memorandum summarizing this action item. Both resolutions authorize the City to enter into agreements with the NC Department of Transportation Division of Aviation for the acceptance of the terms and conditions related to grant funding. This will essentially allow the City to receive the grant funding and reimburse itself for funds already expended toward the construction of T-Hangar #4. The 17.1 grant is a 100% grant of \$333,332 with no local match and the 17.2 grant is a 90% grant of \$47,482 with a 10% local match of \$4,748.20.

I do wish to point out that Mr. Yarboro and city staff have performed exemplary in securing additional grant funding toward capital projects at the airport. It has been the overarching goal of the City to implement the adopted Airport Layout Plan while leveraging as much outside capital as possible. The commitment shown by the City to develop a high quality aviation facility has not gone unnoticed by the Division of Aviation. It is clear that the City's ability to deliver upon the projects undertaken over the past several years has resulted in confidence by the funding agency that these public funds are being put to good use. This is something of which we can all be proud.

**It is recommended that Resolution No. 32-2022 and Resolution No. 33-2022 be adopted and approved at this time.**



## *Memorandum*

**To:** Rick Howell, City Manager

**From:** Ben Yarboro, Asst. City Manager

**RE:** Shelby-Cleveland County Regional Airport  
NCDOT Grant 36237.16.17.1 & 36237.16.17.2  
Agreement Acceptance

**Date:** April 13, 2022

### **Background**

City staff has received grant award notifications from the North Carolina Division of Aviation for the Federal Block Grant appropriations for our 2019, 2020 and 2021 annual grants. Grant 36237.16.17.2 (2019 funds) has a total remaining balance of \$47,482 and a 10% local match of \$4,748.20. Grant 36237.16.17.1 (2020 and 2021 funds) has a total grant amount of \$333,332 and has no local match requirement due to CARES and ARPA funding the typical local match.

### **Review**

In July 2021, the Shelby City Council approved Resolution 45-2021 for the construction of T-Hangar #4 at the Shelby-Cleveland County Regional Airport. This project was designed to provide an additional 10-unit hangar building and had a low bid amount of \$1,363,072.18 by Quinn Sales, Inc. Construction on this project began in October 2021 and is scheduled to be completed in May 2022. The intent has been to reimburse the expenses related to this construction project with annual grant appropriations, such as the two pending grants that we have recently received agreements for. Construction of projects such as this allow the airport to better meet the increasing needs of the City, county and this region of the state.

### **Recommendation**

Staff recommends acceptance of these two grant agreements for the T-Hangar 4 construction project located at the Shelby-Cleveland County Regional Airport. The agreements and associated grant assurance are attached for reference and execution following approval of the two separate resolutions.

[www.cityofshelby.com](http://www.cityofshelby.com)

Please let me know if more information is required.

*Enclosures*

NCDOT Grant 36237.16.17.1 Agreement

NCDOT Grant 36237.16.17.2 Agreement

**GRANT AGREEMENT**

STATE AID TO AIRPORTS BLOCK GRANT  
BETWEEN  
THE N. C. DEPARTMENT OF TRANSPORTATION,  
AN AGENCY OF THE STATE OF NORTH CAROLINA  
AND  
**CITY OF SHELBY**

**AIRPORT:** **SHELBY-CLEVELAND  
COUNTY REGIONAL**

**PROJECT NO:** **36237.16.17.1**

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as “Department”) and **CITY OF SHELBY**, the public agency owning the **SHELBY-CLEVELAND COUNTY REGIONAL AIRPORT** (hereinafter referred to as “Sponsor”).

This agreement shall be effective on \_\_\_\_\_ and shall terminate on **JUNE 1, 2025** with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the AV-501/AV-504 of the project’s Request for Aid (RFA) Application are authorized.

**WITNESSETH**

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the *FAA Modernization and Reform Act of 2012*;

WHEREAS, the Department has approved a grant of funds to the Sponsor under the State Block Grant Program Non-Primary Entitlement with CARES and ARPA Match funds.

WHEREAS, the Sponsor has made a formal application dated **JANUARY 12, 2022** to the Department for Non-Primary Entitlement with CARES and ARPA Match funds for the **SHELBY-CLEVELAND COUNTY REGIONAL AIRPORT**; and

WHEREAS, a grant in the amount of **\$333,332** not to exceed **100 percent** of the federal share of the final, eligible project costs of **\$333,332** has been approved subject to the conditions and limitations herein; and

WHEREAS, the Non-Primary Entitlement with CARES and ARPA Match funds will be used for the following approved project:

**T-HANGAR TAXILANE DEVELOPMENT – PHASE II**

NOW THEREFORE, the Sponsor and the Division of Aviation (“Division”) do mutually hereby agree as follows:

1) Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Division, except that an extension of time and/or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

2) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Agreement.

3) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor's Assurances or this Agreement.

4) The Sponsor agrees to adhere to the standards and procedures contained in the *North Carolina Airports Program Guidance Handbook* and the *Federal Assurances and Certifications*.

## APPENDIX A6.4.1

### TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**APPENDIX A6.4.2**

**TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the *North Carolina Department of Transportation (NCDOT)* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (**Exhibit A attached hereto or other exhibit describing the transferred property**) and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto the *North Carolina Department of Transportation (NCDOT)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *NCDOT*, its successors and assigns.

The *NCDOT*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the *NCDOT* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**APPENDIX A6.4.3**

**TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE  
ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances:

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX A6.4.4**

**TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



## APPENDIX A6.4.5

### TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

#### **Pertinent Nondiscrimination Authorities:**

- 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);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

THE PARTIES BY LEGALLY BINDING SIGNATURE BELOW HEREBY EXECUTE THIS GRANT AGREEMENT  
THE DAY AND YEAR FIRST WRITTEN BELOW:

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:**

BY: \_\_\_\_\_  
Deputy Secretary for Multi-Modal Transportation or Designee

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

**AUTHORIZED SIGNATURE FOR SPONSOR**

**(Approving Authority Board Member or Local Governing Official):**

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

TITLE: \_\_\_\_\_

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

**AUTHORIZED SIGNATURE FOR CO-SPONSOR (if required)**

**(Approving Authority Board Member or Local Governing Official):**

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

TITLE: \_\_\_\_\_

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

**SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS**

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval from the Department prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall 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 taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

A-9. The Sponsor is responsible for maintaining an active System for Award Management (SAM) Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 CFR 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Sponsor shall not be able to do any grant related business with the FAA, including the obligation and/or

payment of Federal grant funds, and FAA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

A-10. The Sponsor is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or company-rented vehicles, or government owned, leased, or rented vehicles, or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, February 2, 2010). This includes, but is not limited to, the Sponsor: (1) considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving; (2) conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and (3) encouraging voluntary compliance with the agency’s text messaging policy while off duty. The Sponsor is encouraged to insert the substance of this clause in all contracts.

**SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION**

B-1. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Division prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Grant Execution and Notice to Proceed" for undertaking the project. All plans (and alternate) shall be supported by the engineer's report. A list of deliverables from the Sponsor to the Division will be communicated with the Airport Project Manager.

B-2. Bids will be taken in accordance with G.S. § 143-129 and all applicable NCDOT policies. The Department will approve or reject the Sponsor's request to employ a specific contractor. Sponsor will be directly notified of approval. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-3. Unless otherwise approved by the Division, the Sponsor shall not commence construction or award construction contracts on the project until a "Grant Execution and Notice to Proceed" is provided by the Division.

B-4. The Sponsor shall submit to the Division quarterly status reports (AV-502) according to the following schedule for periods ending: March 31, June 30, September 30, and December 31.

B-5. The Sponsor shall notify the Division of any significant issues, meetings, audits, or inspections concerning this project involving the Sponsor, contractor(s), consultant(s), and/or any interested parties.

**SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT**

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all project costs incurred under this Agreement. All records and documentation in support of the project costs must be identifiable as relating to the project and must be allowable costs only. Allowable costs are defined as those costs which are allowable under "Federal Acquisition Regulations 1-31.6, 48 CFR, 2 CFR 200.333, and OMB Circular A-87 and also referenced in the *North Carolina Airports - Program Guidance Handbook* and the *Airport Improvement Program Handbook*.

C-2. In accordance with the Compliance Supplement based on the requirements of the 1996 Amendments and 2 CFR Part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Sponsor shall arrange for an independent financial and compliance audit of its fiscal operations. The Sponsor shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion, but not later than nine (9) months after the Sponsor's fiscal year ends.

C-3. Payment of the funds obligated under this Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from the Department to the Sponsor are made on an advance or a reimbursement basis.

B. If an advance payment is received, the Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's advance payment and provide proof of payment (payment verification).

## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

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

#### **B. Duration and Applicability.**

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

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

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

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

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

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

#### **C. Sponsor Certification.**

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

## 1. General Federal Requirements

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

### **FEDERAL LEGISLATION**

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).



## EXECUTIVE ORDERS

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice

## FEDERAL REGULATIONS

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4,5,6</sup>
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 – Airport noise compatibility planning.
- f. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 – New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

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

#### **SPECIFIC ASSURANCES**

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

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

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

**3. Sponsor Fund Availability.**

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

**4. Good Title.**

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

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

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

**6. Consistency with Local Plans.**

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

**7. Consideration of Local Interest.**

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

**8. Consultation with Users.**

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

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

**11. Pavement Preventive Maintenance.**

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

**12. Terminal Development Prerequisites.**

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

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

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

**15. Veteran's Preference.**

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

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

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

**17. Construction Inspection and Approval.**

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

**18. Planning Projects.**

In carrying out planning projects:

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

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

**19. Operation and Maintenance.**

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

**20. Hazard Removal and Mitigation.**

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

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

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

- a. 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 April 18, 2019, 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





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

## **FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

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

### Certification Statements

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

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).

Yes      No      N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2).

Yes      No      N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).

Yes      No      N/A

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

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

Yes      No      N/A

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

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

Yes      No      N/A

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

Yes      No      N/A

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

### Sponsor's Certification

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

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

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

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



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

## **FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



## Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

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

### Certification Statements

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

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

Yes      No      N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The sponsor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes      No      N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

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

**Location 1**

Name of Location:

Address:

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

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

**Sponsor's Certification**

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

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

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

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





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

## **FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



## Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

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

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

### Certification Statements

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

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

Yes	No	N/A
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2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes      No      N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes      No      N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

Yes      No      N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes      No      N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes      No      N/A

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

Yes      No      N/A

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

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

Yes      No      N/A

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

**Sponsor's Certification**

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

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

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

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



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

## **FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

#### Application

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

#### Certification Statements

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

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

Yes      No      N/A

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

Yes      No      N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

Yes No N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

Yes No N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

Yes No N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

Yes No N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

Yes No N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

Yes No N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

Yes No N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

Yes No N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

Yes No N/A



b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

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

**Sponsor's Certification**

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

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

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

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



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

## **FAA Form 5100-133, Real Property Acquisition – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Real Property Acquisition Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

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

### Certification Statements

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

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.

Yes      No      N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.

Yes      No      N/A

3. If property for airport development is or will be leased, the following conditions have been met:

- a. The term is for 20 years or the useful life of the project;
- b. The lessor is a public agency; and
- c. The lease contains no provisions that prevent full compliance with the grant agreement.

Yes      No      N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

Yes No N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

Yes No N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

- a. The right of flight;
- b. The right of ingress and egress to remove obstructions; and
- c. The right to restrict the establishment of future obstructions.

Yes No N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
- b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

Yes No N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

Yes No N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

Yes No N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

- a. No coercive action to induce agreement; and
- b. Supporting documents for settlements included in the project files.

Yes No N/A

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

Yes      No      N/A

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

Yes      No      N/A

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

Yes      No      N/A

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

**Sponsor's Certification**

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

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

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

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



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

## **FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

#### Application

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

#### Certification Statements

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

Yes    No    N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

Yes    No    N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

Yes    No    N/A

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



13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes      No      N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes      No      N/A

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

### **Sponsor's Certification**

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

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

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

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

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



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

## **FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



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

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

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

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

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

### Certification Statements

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

Yes      No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes      No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes      No

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

**Sponsor's Certification**

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

Executed on this            day of                            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

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

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

Applicable	N/A	Special Conditions
	X	<p>1. <b><u>ARFF and SRE Equipment and Vehicles.</u></b> The State and Sponsor agree to:</p> <ul style="list-style-type: none"> <li>a. House and maintain the equipment in a state of operational readiness on and for the airport;</li> <li>b. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;</li> <li>c. Restrict the vehicle to on-airport use only;</li> <li>d. Restrict the vehicle to the use for which it was intended; and</li> <li>e. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.</li> </ul>
	X	<p>2. <b><u>Equipment or Vehicle Replacement (Trade-in).</u></b> The State and Sponsor agree that it will use the proceeds from the trade-in or sale of equipment being replaced by this project to reduce the total project costs.</p>
	X	<p>3. <b><u>Equipment or Vehicle Replacement (FMV).</u></b> The State and Sponsor agree that it will use the Fair Market Value (FMV) of equipment being replaced by this project to reduce the total project costs.</p>
	X	<p>4. <b><u>Equipment or Vehicle Replacement (Non-FMV).</u></b> The State, the Sponsor, and the FAA agree that the Fair Market Value (FMV) of equipment being replaced by this project is less than \$5,000 and that reimbursement to the FAA for the value of the replaced equipment to reduce the total project costs is not required.</p>
	X	<p>5. <b><u>Off-Airport Storage of ARFF Vehicle.</u></b> The State and Sponsor agree to:</p> <ul style="list-style-type: none"> <li>a. House and maintain the vehicle in a state of operational readiness for the airport;</li> <li>b. Provide the necessary staffing and training to maintain and operate the vehicle;</li> <li>c. Restrict the vehicle to airport use only;</li> <li>d. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;</li> <li>e. Within 60 days, execute an agreement with local government including the above provisions and include provision that violation of agreement could require repayment of grant funding; and</li> <li>f. Submit a copy of the executed agreement to the State or the FAA within 30 days of executing the agreement with the local government.</li> </ul>
	X	<p>6. <b><u>Automated Weather Observing Systems (AWOS).</u></b> The State and Sponsor understand that the FAA Air Traffic Organization (ATO), pursuant to 49 U.S.C. § 44502(e), will not take over the ownership, operation, or maintenance of any Sponsor-acquired AWOS equipment unless the FAA</p>

Applicable	N/A	Special Conditions
		<p>has determined it meets its performance specifications and acceptance criteria and has agreed to take over the equipment under a transfer plan. Furthermore, the Sponsor shall:</p> <ul style="list-style-type: none"> <li>a. Within 60 calendar days of grant acceptance, enter into a Memorandum of Agreement (MOA) with the FAA to establish a transfer plan;</li> <li>b. Develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation requirements for the AWOS if the Sponsor does not have an agreement with the FAA to take over the system within 30 days of commissioning in accordance with 49 U.S.C. § 44502(e);</li> <li>c. Within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and</li> <li>d. Provide for the continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment unless the equipment is transferred to the ATO under 49 U.S.C. § 44502(e). The Sponsor shall notify the Airports District Office once the transfer has been completed.</li> </ul> <p>If the ATO does not agree to take over the equipment in the transfer plan within 60 days after the Sponsor accepted the Grant offer, the Sponsor will have a 30 day option to either terminate the Grant Agreement or the Sponsor will be required to operate and maintain the equipment in accordance with paragraphs b. – d. above.</p>
	X	<p>7. <b>Non-Transferrable AWOS.</b> The State and Sponsor acknowledge the equipment purchased with this Grant is not eligible for transfer at any time under 49 U.S.C. § 44502(e)(1) as it does not meet the required performance specifications and acceptance criteria in accordance with 44502(e)(2).</p>
	X	<p>8. <b>Solid Waste Recycling Plan.</b> The State and Sponsor certify 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).</p>
X		<p>9. <b>Airport Layout Plan.</b> The State and Sponsor understand and agree to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the State or the FAA, as applicable. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of a project funded under this Grant Agreement. Airport Sponsor Grant Assurance 29 further addresses the Sponsor’s statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).</p>

Applicable	N/A	Special Conditions
	X	10. <b>Lighting.</b> The State and Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
	X	11. <b>Temporary Navigational Aids.</b> The State and Sponsor agree that [Enter Type of Equipment] equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The State and Sponsor further agree that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The State and Sponsor agree to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA or the State, as applicable.
X		12. <b>Notice to Proceed - Property Interest Acquired.</b> The State and Sponsor understand and agree that FAA or State authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.
	X	13. <b>Title Evidence.</b> The State and Sponsor understand and agree that the FAA will not make nor be obligated to make any payments involving Parcel(s) [Enter parcel number(s) and other land identifying information] until title evidence has been submitted to, and found satisfactory by the FAA or the State, subject to no liens, encumbrances, reservations, or exceptions which in the opinion of the FAA or the State might create an undue risk or interference with the use and operation of the airport.
X		14. <b>Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.</b> The State and Sponsor understand and agree that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
X		15. <b>Environmental.</b> The environmental approval for this project was issued on <span style="border: 1px solid red; padding: 2px;">11/19/2018</span> . This project includes the following mitigation measures:  <span style="border: 1px solid red; padding: 2px; display: inline-block;">Documented CatEx Approved</span>  The State and Sponsor understand and agree to complete the above-listed mitigation measures to standards satisfactory to the FAA or State. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
	X	16. <b>Equipment Acquisition.</b> The State and Sponsor understand and agree that any equipment acquired through this Grant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must

Applicable	N/A	Special Conditions
		be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
	X	17. <b>Friction Measuring Equipment.</b> The State and Sponsor agree that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.
	X	18. <b>Security Cameras and/or CCTVs.</b> The State hereby certifies it or the Sponsor has requested Transportation Security Administration (TSA) funding for security cameras and/or Closed-Circuit Televisions (CCTVs) outside the scope of the airport’s 49 CFR Part 1542 plan but TSA denied the request in writing on [Enter TSA Denied Date]. The State and Sponsor further certifies cameras and/or CCTVs acquired and installed under this Grant will be for the sole use of the airport Sponsor and its personnel for airport purposes. Equipment purchased and installed under this Grant or through subcontracts may not be operated by TSA, airlines, or other Federal, state, or municipal agencies except those included in a mutual aid agreement that provides active surveillance and incident response.
	X	19. <b>Instrument Landing System and Associated Equipment in Project.</b> The State and Sponsor agree: <ul style="list-style-type: none"> <li>a. Prior to commissioning, to assure the equipment meets the FAA’s standards; and</li> <li>b. To remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.</li> </ul>
	X	20. <b>Wildlife Fence.</b> The State and Sponsor understand that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date this Grant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
	X	21. <b>Update Approved Exhibit “A” Property Map for Land in Project.</b> The State and Sponsor understand and agree to update the Exhibit “A” Property Map to standards satisfactory to the FAA and submit it in final form to the FAA or State. It is further mutually agreed that the reasonable cost of developing said Exhibit “A” Property Map is an allowable cost within the scope of a project funded under this Grant Agreement.
	X	22. <b>Future Development Land.</b> The State and Sponsor agree to perform the airport development which requires this land acquisition within [Enter Number of Years (20 or less)] years of this Grant Agreement, and both the State and Sponsor further agree not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the



Applicable	N/A	Special Conditions
		land is not used within [Enter Number of Years] for the purpose for which it was acquired, the State will refund the Federal share of acquisition cost or the current fair market value of the land, whichever is greater.
	X	23. <b>Master Plan Coordination.</b> The State and Sponsor agree to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State’s Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The State and Sponsor agree to consider any State Clearinghouse comments and to furnish a copy of the final report to the State’s Department of Transportation.
	X	24. <b>Airport Layout Plan Coordination.</b> The State or Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed airport layout plan (ALP) or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.
	X	25. <b>Airport - Owned Visual or Electronic Navigation Aids in Project.</b> The State and Sponsor agree: <ul style="list-style-type: none"> <li>a. To provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e);</li> <li>b. Prior to commissioning, to assure the equipment meets the FAA’s standards; and</li> <li>c. To remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.</li> </ul>
X		26. <b>Site Selection.</b> The State and Sponsor understand and agree that the Project funded under this Grant Agreement cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA or State to proceed.
	X	27. <b>Airports Geographic Information System (GIS) Survey.</b> If the Airport’s GIS survey is not reflected on an updated ALP that meets FAA requirements within four (4) years from the date of the Phase 1 grant (regardless of whether it is generated using the AGIS/eALP system or through some other computer-aided design platform), then the State or Sponsor may be required to repay that portion of this Grant that relates to the survey work.
	X	28. <b>Utilities Proration.</b> For purposes of computing the United States share of the allowable project costs, the allowable cost of the [Enter Utility Name]

Applicable	N/A	Special Conditions
		included in the project must not exceed [Enter Percent (Numerical Value)] percent.
	X	<p>29. <b>Utility Relocation in Project.</b> The State and Sponsor understand and agree, that:</p> <ul style="list-style-type: none"> <li>a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA or State that the Sponsor is legally responsible for payment of such costs;</li> <li>b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and</li> <li>c. The utilities exclusively serve the Airport on which the Project supports.</li> </ul>
	X	<p>30. <b>Obstruction Removal.</b> The Sponsor agrees to clear Parcel(s) [Enter Parcel Numbers], as shown on Exhibit "A" Property Map, of the following obstructions: [Enter All Obstructions] prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.</p>
	X	<p>31. <b>Pavement Maintenance Management Program.</b> The State and Sponsor agree to implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The State and Sponsor further agree, that the program will:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;</li> <li>c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: <ul style="list-style-type: none"> <li>1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:</li> </ul> </li> </ul>

Applicable	N/A	Special Conditions
		<ul style="list-style-type: none"> <li>i. Location of all runways, taxiways, and aprons;</li> <li>ii. Dimensions;</li> <li>iii. Type of pavement; and</li> <li>iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.</li> </ul> <p>2. Inspection Schedule.</p> <ul style="list-style-type: none"> <li>i. 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.</li> <li>ii. 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.</li> </ul> <p>3. 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:</p> <ul style="list-style-type: none"> <li>i. Inspection date;</li> <li>ii. Location;</li> <li>iii. Distress types; and</li> <li>iv. Maintenance scheduled or performed</li> </ul> <p>4. 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.</p>
	X	<p>32. <b>Project Containing Paving Work in Excess of \$500,000.</b> The State and Sponsor agree to:</p> <ul style="list-style-type: none"> <li>a. Furnish a construction management program to the FAA or State 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:</li> </ul>

Applicable	N/A	Special Conditions
		<ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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);</li> <li>4. Qualifications of engineering supervision and construction inspection personnel;</li> <li>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</li> <li>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.</li> <li>7. 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 State or FAA. <ol style="list-style-type: none"> <li>i. Failure to provide a complete report as described in paragraph a., 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.</li> <li>ii. 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.</li> </ol> </li> </ol>

Applicable	N/A	Special Conditions
	X	<p>33. <b>Preliminary Engineering.</b> This Phase 1 grant is being issued in order to [Enter Justification for Preliminary Engineering]. The State and Sponsor understand and agree that within two (2) years from the execution of this Grant Agreement that the State and Sponsor will accept, subject to the availability of Federal funding as identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the final design phase for [Enter Project Description]. The State and Sponsor also understand that if the FAA has provided Federal funding to complete the final design for the project, and if the State or Sponsor has not completed the final design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.</p>
	X	<p>34. <b>State Highway Specifications.</b> The State and Sponsor agree that because State highway specifications will be used or airfield pavement construction instead of FAA standard specifications, it will not seek AIP grant funds or supplemental appropriation funds for the rehabilitation or reconstruction of airfield pavement included in this Grant Agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons, per 49 U.S.C § 47015(c) or 47114(d)(5).</p>
X		<p>35. <b>Maintenance Project Life.</b> The State and Sponsor agree that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The State and Sponsor further agree that AIP or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5 year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons</p>
	X	<p>36. <b>Protection of Runway Protection Zone - Airport Property.</b> The State and Sponsor agree to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The State and Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>
	X	<p>37. <b>Protection of Runway Protection Zone - Easement.</b> The State and Sponsor agree to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke</p>

Applicable	N/A	Special Conditions
		generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
	X	<p>38. <b>Acquisition of the Runway Protection Zone.</b> Future Interest in the Runway Protection Zone:</p> <p>The State and Sponsor agree that it will acquire [Enter the Fee Title or Easement] in the Runway Protection Zones for runways that presently are not under its control within [Enter Number of Years] years of this Grant Agreement. The State and Sponsor further agree to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The State and Sponsor further agree, that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>
	X	<p>39. <b>Low Emission Systems.</b> The State and Sponsor agree that vehicles and equipment included in this Grant or under a subgrant:</p> <ul style="list-style-type: none"> <li>a. Will be maintained and used at the airport for which they were purchased;</li> <li>b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA; and</li> <li>c. Will be replaced, at the Sponsor’s own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits (AERC) (if earned), whichever is longer.</li> </ul> <p>The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.</p>
	X	<p>40. <b>Recharging Systems Voluntary Airport Low Emissions(VALE) Program - Use and Operation Requirements.</b> The State and Sponsor understand that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The State and Sponsor understand and agree that the State or Sponsor may be obligated to repay to the FAA some or all of the Federal share of the recharging project if the Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.</p>
	X	<p>41. <b>Building AIP Proration.</b> The State and Sponsor agree for purposes of computing the United States’ share of allowable project costs, the allowable cost of the [Enter Name of Work Item] included in the project</p>

Applicable	N/A	Special Conditions
		must not exceed [Enter Percent (Numerical Value)] percent of the actual cost of the entire building.
	X	42. <b>Acquisition of Noise Land.</b> The State and Sponsor agree that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA or State in accordance with Airport Sponsor Grant Assurance 31, as codified at 49 U.S.C. § 47107(c)(2). It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of the project funded under this Grant Agreement.
	X	43. <b>Annual Noise Report.</b> As a condition of this Airport Improvement Program (AIP) Grant, the State and Sponsor agree to provide to the FAA an annual report of funds expended and actions associated with this grant within 90 days following the end of each Federal fiscal year the grant remains open. The report must provide the following information: <ul style="list-style-type: none"> <li>a. Total noise grant funds expended during the fiscal year;</li> <li>b. Amount of funds expended by Program Element(s) as identified in the Sponsor’s Noise Compatibility Program (NCP);</li> <li>c. Number of parcels mitigated by noise contour and Program Element as identified in the Sponsor’s NCP;</li> <li>d. Total number of people impacted by the Sponsor’s NCP by Day/Night Noise Level(DNL) contour and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor’s NCP;</li> <li>e. A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor’s NCP, including a list by address for mitigation actions shown on the map;</li> <li>f. A written plan outlining actions being planned for the next year based on the Sponsor’s priorities and the NCP; and</li> <li>g. Other information as required by the FAA.</li> </ul>
X		44. <b>Plans and Specifications Prior to Bidding.</b> The State and Sponsor agree to submit plans and specifications for FAA review prior to advertising for bids.
X		45. <b>Plans and Specifications Approval Based Upon Certification.</b> The FAA, the State, and the Sponsor agree that the FAA’s approval of the Sponsor’s Plans and Specification is based primarily upon the State’s and Sponsor’s certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The State and Sponsor understand that:

Applicable	N/A	Special Conditions
		<ul style="list-style-type: none"> <li>a. The State’s and Sponsor’s certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the FAA of any limitations to competition within the project;</li> <li>b. The FAA’s acceptance of a State’s and Sponsor’s certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and</li> <li>c. If the FAA determines that the Sponsor has not complied with its certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.</li> </ul>
	X	<p>46. <b>Grants Issued on Estimates.</b> The State and Sponsor understand and agree this Grant Offer is made and accepted based on estimates for [Enter Project Name]; and the parties agree that within [Enter Number of Days] days from the date of acceptance of this Grant Offer, the Sponsor will receive bids for [Enter Project Being Bid] contained within the project description, which is more fully described in the Project Application. 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 State unilaterally reducing the maximum obligation. The State and Sponsor understand amendment calculations will then be limited by this reduced maximum obligation.</p>
	X	<p>47. <b>Consultant Contract and Cost Analysis.</b> The State and Sponsor understand and agree that no reimbursement will be made on the consultant contract portion of this Grant until the FAA or State has received the consultant contract, the Sponsor’s analysis of costs, and the independent fee estimate.</p>
	X	<p>48. <b>Design Grant.</b> This Grant Agreement is being issued in order to complete the design of a project funded under this Grant Agreement. The State and Sponsor understand and agree, that within 2 years after the design is completed, the State and Sponsor will accept, subject to the availability of the amount of Federal funding identified in the ACIP, a grant to complete the construction of the project in order to provide a useful and useable unit of work. The State and Sponsor also understand that if the FAA has provided Federal funding to complete the design for the project, and the State and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.</p>
	X	<p>49. <b>Force Account.</b> The State and Sponsor agree that proposals to accomplish construction or engineering with the Sponsor’s own personnel must receive approval from the FAA or State prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of</p>



Applicable	N/A	Special Conditions
		this grant until the Sponsor has received FAA or State approval for the force account information.
	X	50. <b>Program Income and Revenue from Real Property.</b> The State and Sponsor understand that all program income produced from real property purchased in part with Federal funds in this Grant received while the grant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States obligation will be based. The State and Sponsor further agree that once the Grant is closed, all net revenues produced from real property purchased in part with Federal funds in this Grant is considered airport revenue and must be used on the airport for airport planning, development, or operating expenses in accordance with 49 U.S.C. §§ 47107(b) and 47133. This income may not be used for the State’s or Sponsor’s matching share of any grant. The State’s and Sponsor’s fiscal and accounting records must clearly identify actual sources and uses of these funds.
	X	51. <b>Uniform Relocation Act.</b> The State and Sponsor understand and agree that all acquisition of real property under a project funded with this Grant will be in accordance with the 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted Programs, as further required in accordance with Airport Sponsor Grant Assurance 35 and Non-Airport Sponsor Noise Compatibility Grant Assurance 21, as applicable.
	X	52. <b>Ineligibility of Previously Mitigated Structures.</b> The State and Sponsor understand and agree that AIP funds may only be applied to mitigate noise impacts with sound insulation treatment for eligible structures under 14 CFR Part 150 one single time and that no structures in this grant have been previously mitigated through the installation of sound insulation treatment using AIP or other Federal airport development funds.
	X	53. <b>Appropriations Report Exception for Previously Insulated Structures.</b> The State and Sponsor understand and agree that AIP funds may only be applied to eligible residential buildings under 14 CFR Part 150 that also were previously mitigated with sound insulation treatment prior to 1993, provided the Sponsor submits to the FAA evidence the residential building continues to fall within an existing day-night average sound level (DNL) 65 decibel (dB) contour and have an interior noise level of DNL 45 dB or higher. Residential buildings eligible under this special condition are limited to the purchase and installation of sound insulation treatments for windows and doors that conform to currently published FAA standards that would achieve a measurable reduction in interior noise levels.
	X	54. <b>Noise Projects on Privately Owned Property.</b> The State and Sponsor understand and agree that no payment will be made under the terms of

Applicable	N/A	Special Conditions
		<p>this Grant Agreement and any subgrant for work accomplished on privately owned land until the State or Sponsor submits the agreement with the owner of the property required by the Airport Sponsor Grant Assurance 5, Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. At a minimum, the agreement with the private owner must contain all the following provisions:</p> <ol style="list-style-type: none"> <li>a. The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests.</li> <li>b. The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items.</li> <li>c. If the State or Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds.</li> <li>d. The property owner’s right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures.</li> </ol>
	X	<p>55. <b>Non-Eligible Work in Application.</b> The State and Sponsor understand and agree:</p> <ol style="list-style-type: none"> <li>a. A project application includes the planning and/or construction of [Enter Description of Non-Grant Work] that is not being funded with any Federal funding in the project funded under the Grant Agreement;</li> <li>b. Although the State or Sponsor has estimated a total project cost of \$[Enter Total Project Amount - All eligible and non-eligible work], the total allowable cost for purposes of determining Federal participation equals \$[Enter Allowable Project Costs - all eligible costs, all phases, federal and non-federal share];</li> <li>c. The State or Sponsor must maintain separate accounting of cost records for the supplemental appropriation and non-eligible work;</li> <li>d. The State or Sponsor must make all pertinent records supporting project costs available for inspection and audit by the FAA when requested; and</li> <li>e. All non-eligible funded work is the sole responsibility of the State or Sponsor.</li> </ol>
	X	<p>56. <b>Preliminary Scope of Work.</b> A portion of this Grant is made and accepted upon the basis of a preliminary scope of work. The parties, to include the Sponsor, agree that within 30 days from the date of acceptance of this</p>

Applicable	N/A	Special Conditions
		<p>Grant, the State or Sponsor will furnish a final scope of work to the FAA or State and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA or State. The State and the FAA further agree that any reference to the scope of work made in the Grant or in a Project Application is in respect to the final scope of work and the State will affirm this with the Sponsor.</p>
	X	<p>57. <b>Fueling System - Use and Operation Requirements.</b> A project funded under this Grant Agreement includes the installation of a new aviation fueling system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport at which the system is installed in accordance with the grant assurances, specifically Airport Sponsor Grant Assurances 24 and 25 codified at 49 U.S.C. § 47107(a)(13) and §§ 47107(b) and 47133, respectively. The fueling system established under this Grant Agreement, will be operated solely by the Sponsor and the Sponsor’s employees. The State will require that the Sponsor is further obligated to operate and maintain the fueling system for the 20-year grant expected useful life, including meeting all local, state, and Federal regulations related to the fueling system.</p>
X		<p>58. <b>Revenue Producing Project.</b> The State and Sponsor agree and understand that the State or Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the State and Sponsor agree not to seek AIP discretionary grant funds or priority grant funds for the airside needs of the Airport for the two fiscal years following the fiscal year in which this Grant is issued. All revenue generated by a project funded under this Grant Agreement must be used for the operation and maintenance of the Airport in accordance with the Airport Sponsor Grant Assurances, 49 U.S.C. § 47133, and FAA’s Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended).</p>
	X	<p>59. <b>Privately Owned Airports.</b> The State and Sponsor understand and agree that the portion of the Airport dedicated for airport use as shown on the approved Exhibit “A” Airport Property Map dated [Enter MM/DD/YYYY of Exhibit “A”] must not be sold, exchanged, the title encumbered, or its use changed to a non-airport use without the written consent of the FAA.</p> <p>The State and Sponsor further understand and agree the portion of the Airport NOT dedicated to airport use, but financially contributing to the overall viability of the Airport (as shown on Exhibit “A” Airport Property Map) must continue to support the operation of the Airport for a period of [Enter Number of Years (Minimum 10 Years)] years from the date of this Grant.</p>
	X	<p>60. <b>Land Acquisition.</b> The State and Sponsor agree that no payments will be made on the Grant until the State or Sponsor has presented evidence to the FAA that it has recorded the Grant Agreement, including the Grant</p>

Applicable	N/A	Special Conditions
		Assurances, in the public land records of the county courthouse. The State and Sponsor understand and agree that recording the Grant Agreement legally enforces these requirements, encumbrances, and restrictions on the obligated land.
X		<p>61. <b>Compatible Land Use Planning and Projects.</b> The State and Sponsor agree and understand that:</p> <ul style="list-style-type: none"> <li>a. It will achieve, to the maximum extent possible, compatible land uses consistent with Federal land use compatibility criteria in 14 CFR Part 150, and those compatible land uses will be maintained;</li> <li>b. It will provide, in the case of a planning grant, a land use plan that - <ul style="list-style-type: none"> <li>1. Is reasonably consistent with the goal of reducing existing non-compatible land uses and preventing the introduction of additional non-compatible land uses;</li> <li>2. Addresses ways to achieve and maintain compatible land uses, including zoning, building codes, and any other land use compatibility measures identified under 49 U.S.C. § 47504(a)(2), that are within the authority of the Sponsor to implement;</li> <li>3. Uses noise contours provided by the Airport Operator that are consistent with airport operation and planning, including any noise abatement measures adopted by the Airport Operator as a part of its own noise mitigation efforts;</li> <li>4. Does not duplicate, and is not inconsistent with, the Airport Operator’s noise compatibility measures for the same area; and</li> <li>5. Has been approved jointly by the Airport Owner or Operator and the Sponsor.</li> </ul> </li> <li>c. It will make provision to implement, or has implemented, those elements of the plan ineligible for Federal financial assistance.</li> </ul>
	X	<p>62. <b>Acquiring ARFF Vehicle in Excess of Minimum Standards.</b> This Grant is based in part on mitigating site-specific risks and protecting passengers based on current or reasonably forecast aeronautical activity levels. The State and certificate holder (the Sponsor) must have and maintain a sufficient number of adequately trained personnel and sufficient financial resources to operate and maintain the associated equipment for its intended, on-airport purpose. This Grant does not set a precedent for future FAA support of similar equipment, particularly if aeronautical activity levels change.</p>
	X	<p>63. <b>Payment Restriction - Legal Issue.</b> The Sponsor understands that, at the time of this Grant, the FAA is aware of a potential legal issue related to the State’s or Sponsor’s procurement action for a project funded with this Grant. By accepting this Grant, the State and Sponsor agree the FAA</p>

Applicable	N/A	Special Conditions
		<p>will not make, nor be obligated to make, any payments under this Grant until the State or Sponsor provide documentation satisfactory to the FAA that any pending legal matters related to the State or Sponsor’s procurement action for the project under this Grant have been concluded. The State and Sponsor further understands, acknowledges, accepts, and agrees that:</p> <ul style="list-style-type: none"> <li>a. It is responsible for all legal and financial risks if it elects to proceed with the project implementation and resolution of the procurement related legal matters;</li> <li>b. The FAA may determine that legal costs are unallowable for reimbursement under this Grant if the costs are related to legal proceedings associated with the procurement action; and</li> <li>c. The State or Sponsor will be required to return any funds for costs the FAA subsequently determines unallowable.</li> </ul>
	X	<p>64. <b>Land Reimbursement Credit.</b> The State and Sponsor understand and agree the following property parcels are being claimed as credit for matching share under this Grant award or a subgrant funded under this Grant:</p> <p>[Enter Parcel #, No. of acres]</p> <p>These parcels become obligated airport property that must be depicted on a current Exhibit “A” Property Map. As part of the project under this Grant Agreement, the State and Sponsor agree to update the Exhibit “A” Property Map in a manner conforming to standards satisfactory to the FAA and which properly reflects the property parcels the State or Sponsor is claiming as matching share.</p> <p>The State and Sponsor agree that no payments will be made on the Grant until the Sponsor:</p> <ul style="list-style-type: none"> <li>a. Presents evidence to the FAA or the State that it has recorded the Grant Agreement and associated Grant Assurances in the public land records of the county courthouse;</li> <li>b. Submits, to FAA’s satisfaction, an update to the Exhibit “A” Property Map which reflects the property tracts that are being used as credit toward the Sponsor’s share for this Grant and any previous grants; and</li> <li>c. If within 18 months of grant execution, the Sponsor has yet to update the Exhibit "A" Property Map to the standards satisfactory to the FAA, the FAA may rescind the Grant Agreement and recover the funds.</li> </ul>
X		<p>65. <b>Buy American Executive Orders.</b> The State and Sponsor agree to abide by applicable Executive Orders in effect at the time this Grant Agreement is</p>

Applicable	N/A	<b>Special Conditions</b>
		executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

**GRANT AGREEMENT**

STATE AID TO AIRPORTS BLOCK GRANT  
BETWEEN  
THE N. C. DEPARTMENT OF TRANSPORTATION,  
AN AGENCY OF THE STATE OF NORTH CAROLINA  
AND  
**CITY OF SHELBY**

**AIRPORT:** **SHELBY-CLEVELAND  
COUNTY REGIONAL**

**PROJECT NO:** **36237.16.17.2**

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as “Department”) and **CITY OF SHELBY**, the public agency owning the **SHELBY-CLEVELAND COUNTY REGIONAL AIRPORT** (hereinafter referred to as “Sponsor”).

This agreement shall be effective on \_\_\_\_\_ and shall terminate on **MAY 30, 2023** with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the AV-501/AV-504 of the project’s Request for Aid (RFA) Application are authorized.

**WITNESSETH**

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the *FAA Modernization and Reform Act of 2012*;

WHEREAS, the Department has approved a grant of funds to the Sponsor under the State Block Grant Program Non-Primary Entitlement funds.

WHEREAS, the Sponsor has made a formal application dated **MARCH 24, 2022** to the Department for Non-Primary Entitlement funds for the **SHELBY-CLEVELAND COUNTY REGIONAL AIRPORT**; and

WHEREAS, a grant in the amount of **\$42,733** not to exceed **90 percent** of the federal share of the final, eligible project costs of **\$47,482** has been approved subject to the conditions and limitations herein; and

WHEREAS, the Non-Primary Entitlement funds will be used for the following approved project:

**T-HANGAR BUILDING CONSTRUCTION**

NOW THEREFORE, the Sponsor and the Division of Aviation (“Division”) do mutually hereby agree as follows:

1) Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Division, except that an extension of time and/or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

2) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Agreement.

3) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor's Assurances or this Agreement.

4) The Sponsor agrees to adhere to the standards and procedures contained in the *North Carolina Airports Program Guidance Handbook* and the *Federal Assurances and Certifications*.



## APPENDIX A6.4.1

### TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**APPENDIX A6.4.2**

**TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the *North Carolina Department of Transportation (NCDOT)* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (**Exhibit A attached hereto or other exhibit describing the transferred property**) and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto the *North Carolina Department of Transportation (NCDOT)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *NCDOT*, its successors and assigns.

The *NCDOT*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the *NCDOT* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**APPENDIX A6.4.3**

**TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE  
ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances:

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX A6.4.4**

**TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX A6.4.5

### TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

#### **Pertinent Nondiscrimination Authorities:**

- 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);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

THE PARTIES BY LEGALLY BINDING SIGNATURE BELOW HEREBY EXECUTE THIS GRANT AGREEMENT  
THE DAY AND YEAR FIRST WRITTEN BELOW:

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:**

BY: \_\_\_\_\_  
Deputy Secretary for Multi-Modal Transportation or Designee

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

**AUTHORIZED SIGNATURE FOR SPONSOR**

**(Approving Authority Board Member or Local Governing Official):**

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

TITLE: \_\_\_\_\_

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

**AUTHORIZED SIGNATURE FOR CO-SPONSOR (if required)**

**(Approving Authority Board Member or Local Governing Official):**

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

TITLE: \_\_\_\_\_

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

**SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS**

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval from the Department prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall 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 taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

A-9. The Sponsor is responsible for maintaining an active System for Award Management (SAM) Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 CFR 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Sponsor shall not be able to do any grant related business with the FAA, including the obligation and/or

payment of Federal grant funds, and FAA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

A-10. The Sponsor is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or company-rented vehicles, or government owned, leased, or rented vehicles, or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, February 2, 2010). This includes, but is not limited to, the Sponsor: (1) considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving; (2) conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and (3) encouraging voluntary compliance with the agency’s text messaging policy while off duty. The Sponsor is encouraged to insert the substance of this clause in all contracts.



**SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION**

B-1. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Division prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Grant Execution and Notice to Proceed" for undertaking the project. All plans (and alternate) shall be supported by the engineer's report. A list of deliverables from the Sponsor to the Division will be communicated with the Airport Project Manager.

B-2. Bids will be taken in accordance with G.S. § 143-129 and all applicable NCDOT policies. The Department will approve or reject the Sponsor's request to employ a specific contractor. Sponsor will be directly notified of approval. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-3. Unless otherwise approved by the Division, the Sponsor shall not commence construction or award construction contracts on the project until a "Grant Execution and Notice to Proceed" is provided by the Division.

B-4. The Sponsor shall submit to the Division quarterly status reports (AV-502) according to the following schedule for periods ending: March 31, June 30, September 30, and December 31.

B-5. The Sponsor shall notify the Division of any significant issues, meetings, audits, or inspections concerning this project involving the Sponsor, contractor(s), consultant(s), and/or any interested parties.

**SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT**

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all project costs incurred under this Agreement. All records and documentation in support of the project costs must be identifiable as relating to the project and must be allowable costs only. Allowable costs are defined as those costs which are allowable under "Federal Acquisition Regulations 1-31.6, 48 CFR, 2 CFR 200.333, and OMB Circular A-87 and also referenced in the *North Carolina Airports - Program Guidance Handbook* and the *Airport Improvement Program Handbook*.

C-2. In accordance with the Compliance Supplement based on the requirements of the 1996 Amendments and 2 CFR Part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Sponsor shall arrange for an independent financial and compliance audit of its fiscal operations. The Sponsor shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion, but not later than nine (9) months after the Sponsor's fiscal year ends.

C-3. Payment of the funds obligated under this Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from the Department to the Sponsor are made on an advance or a reimbursement basis.

B. If an advance payment is received, the Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's advance payment and provide proof of payment (payment verification).



## **ASSURANCES**

### **Airport Sponsors**

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#### **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 Airport Revenue so long as the airport is used as an airport.

## C. Sponsor Certification.

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

### 1. General Federal Requirements.

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

#### Federal Legislation

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

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

### **Executive Orders**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

### **Federal Regulations**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

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

### **Specific Assurances**

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

### **Footnotes to Assurance C.1.**

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

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

<sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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

### **a. Public Agency Sponsor:**

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

### **b. Private Sponsor:**

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

## **3. Sponsor Fund Availability.**

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

## **4. Good Title.**

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

## **5. Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. 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. It will keep up to date at all times an airport layout plan of the airport showing
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and



roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

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

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

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

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

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

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

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

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

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

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

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

**36. Access By Intercity Buses.**

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

**37. Disadvantaged Business Enterprises.**

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

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

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

## Special Conditions

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
<b>Airport</b>	<b>Multi-year Grants/ Phased Projects</b>	<p><b><u>MULTI-YEAR GRANTS - LETTER OF AGREEMENT:</u></b> The maximum obligation for the current fiscal year stated in Condition 1 of this grant agreement may be increased by the additional amounts, if any, added by the FAA letter to the Sponsor discussed in the subparagraph below, but may not exceed the United States' share of the total estimated cost of completion, except as provided in 49 USC§ 47108{b}.</p> <p>Under 49 USC§ 47108, as amended, and at the Sponsor's request, the FAA commits the United States to obligate an additional amount to this project for FY-[Enter Fiscal Year] pursuant to 49 USC§ 47114 and subject to the restrictions on the use of such apportionments imposed on FAA by current or future statute or regulation.</p> <p>It is further understood by the Sponsor and the FAA that this commitment does not in itself obligate, preclude, nor restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project under the terms of this grant agreement and limitations of the law.</p> <p>The exact amount of this commitment will be established for each fiscal year by the FAA in a letter to the Sponsor stating the current maximum obligation for this project. This letter will be issued to the Sponsor by the FAA when such computation and obligation can be made in FY [Enter Fiscal Year] The Sponsor and the FAA agree that upon its issuance, this letter will be considered incorporated by reference into this grant agreement.</p>
<b>Airport</b>	<b>ARFF and SRE: Equipment Acquisition</b>	<p><b><u>ARFF and SRE EQUIPMENT AND VEHICLES:</u></b> The Sponsor agrees that it will:</p> <ol style="list-style-type: none"> <li>1) house and maintain the equipment in a state of operational readiness on and for the airport;</li> <li>2) provide the necessary staffing and training to maintain and operate the vehicle and equipment;</li> <li>3) restrict the vehicle to on-airport use only;</li> <li>4) restrict the vehicle to the use for which it was intended; and</li> <li>5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.</li> </ol>
<b>Airport</b>	<b>Equipment Replacement such as ARFF and SRE</b>	<p>[Choose the situation below that applies]</p> <p><b><u>EQUIPMENT OR VEHICLE REPLACEMENT:</u></b> The Sponsor agrees that it will use the proceeds from the trade-in or sale of equipment being replaced by this project to reduce the total project costs.</p>

<sup>1</sup> Sponsor types include Airport Sponsor (Public and Private), Airport Sponsor (Private Only), Noise, and State or

## Special Conditions

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		<p><b><u>EQUIPMENT OR VEHICLE REPLACEMENT:</u></b> The Sponsor agrees that it will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs.</p> <p><b><u>EQUIPMENT OR VEHICLE REPLACEMENT:</u></b> The Sponsor and the FAA agree that the Fair Market Value of equipment being replaced by this project is less than \$5,000, and that reimbursement to the FAA for the value of the replaced equipment to reduce the total project costs</p>
<b>Airport</b>	<b>ARFF Equipment-Off-Airport Storage</b>	<p><b><u>OFF-AIRPORT STORAGE OF ARFF VEHICLE</u></b> : The Sponsor agrees that it will:</p> <ol style="list-style-type: none"> <li>1) house and maintain the vehicle in a state of operational readiness for the airport;</li> <li>2) provide the necessary staffing and training to maintain and operate the vehicle;</li> <li>3) restrict the vehicle to airport use only;</li> <li>4) amend the Airport Emergency Plan to reflect the acquisition of the vehicle;</li> <li>5) within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of grant funding; and</li> <li>6) submit a copy of the executed agreement to the FAA.</li> </ol>
<b>Airport</b>	<b>AWOS</b>	<p><b><u>AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS):</u></b> The Sponsor agrees that it will:</p> <ol style="list-style-type: none"> <li>1) within 60 calendar days of grant acceptance, establish a Memorandum of Agreement (MOA) with the FAA;</li> <li>2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation requirements for the AWOS;</li> <li>3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and</li> <li>4) provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment.</li> </ol> <p>The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.</p>
<b>Airport</b>	<b>ALP &amp; AIP Funded Construction</b>	<p><b><u>AIRPORT LAYOUT PLAN:</u></b> The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.</p>



## Special Conditions

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
Airport	Lighting – Operation and Maintenance	<b><u>LIGHTING:</u></b> The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
Airport	Temporary NAVAIDS	<b><u>TEMPORARY NAVAIDS:</u></b> The Sponsor agrees that [Enter Type of Equipment] equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.
Airport	Construction on land not yet acquired/ Good Title	<b><u>NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED:</u></b> The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.
Airport	Construction on land not yet acquired/ Good Title	<b><u>TITLE EVIDENCE:</u></b> The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) [Enter parcel number(s) and other land identifying information] until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.
Airport	DBE Plan	<b><u>DBE PLAN:</u></b> The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	Environmental	<p><b><u>ENVIRONMENTAL:</u></b> The environmental approval for this project was issued on [Enter Approval Date] This project includes the following mitigation measures:</p> <p>[Enter Mitigation Measures]</p> <p>The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.</p>
Airport	EMAS	<b><u>EMAS BLOCK PRE-PURCHASE:</u></b> The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS

## Special Conditions

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks. The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.
<b>Airport</b>	<b>Equipment</b>	<b><u>EQUIPMENT ACQUISITION:</u></b> The Sponsor understands and agrees that any equipment acquired through this grant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
<b>Airport</b>	<b>Equipment – Friction Measuring Device</b>	<b><u>FRICION MEASURING DEVICES:</u></b> The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.
<b>Airport</b>	<b>NAVAIDS – ILS</b>  Note that in general, Category I ILS are no longer being installed. Instead, RNAV approaches provide equivalent approach minima. Installation of a new ILS must follow the ILS policy and must have APP-1 approval.	<b><u>INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT:</u></b> The Sponsor agrees that it will: 1) Prior to commissioning, assure the equipment meets the FAA's standards; and 2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical surveys.
<b>Airport</b>	<b>Fence - Wildlife</b>	<b><u>WILDLIFE FENCE:</u></b> The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the grant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
<b>Airport</b>	<b>Land – Revise Exhibit “A” Property Map</b>	<b><u>UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT:</u></b> The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.
<b>Airport</b>	<b>Land acquisition –</b>	<b><u>FUTURE DEVELOPMENT LAND:</u></b> The Sponsor agrees to perform the

## Special Conditions

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
	<b>Future Land</b>	airport development which requires this land acquisition within [Enter Number of Years (20 or less)) years of this grant agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within [Enter Number of Years] for the purpose for which it was acquired, the Sponsor will refund the Federal share of acquisition cost or the current fair market value of the land, whichever is greater.
<b>Airport</b>	<b>Master Plan - Coordination</b>	<b><u>COORDINATION:</u></b> The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
<b>Airport – Medium or Large Hub Only</b>	<b>New runway, new airport, or major extension - Coordination</b>	<b><u>COORDINATION:</u></b> The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed airport layout plan or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.
<b>Airport</b>	<b>NAVAIDS – Operations and maintenance</b>	<b><u>AIRPORT-OWNED VISUAL OR ELECTRONIC NAVIGATION AIDS IN PROJECT:</u></b> The Sponsor agrees that it will:  1) Provide for the continuous operation and maintenance of any navigational aid funded under this grant agreement during the useful life of the equipment; 2) Prior to commissioning, assure the equipment meets the FAA's standards; and 3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
<b>Airport</b>	<b>New or Replacement Airport</b>	<b><u>SITE SELECTION:</u></b> The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.
<b>Airport</b>	<b>Non-AIP Utility Proration</b>	<b><u>UTILITIES PRORATION:</u></b> For purposes of computing the United States' share of the allowable project costs, the allowable cost of the [Enter Utility Name] included in the project must not exceed [Enter Percent (Numerical Value)] percent.
<b>Airport</b>	<b>Utility Relocation</b>	<b><u>UTILITY RELOCATION IN PROJECT:</u></b> The Sponsor understands and agrees that:  1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence

## Special Conditions

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		<p>satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;</p> <p>2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and</p> <p>3) the utilities exclusively serve the Airport;</p>
<b>Airport</b>	<b>Obstruction Removal</b>	<p><b><u>OBSTRUCTION REMOVAL:</u></b> The Sponsor agrees to clear Parcel(s) [Enter Parcel Numbers], as shown on Exhibit "A" Property Map, of the following obstructions: [Enter All Obstructions] prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.</p>
<b>Airport</b>	<b>Pavement</b>	<p><b><u>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:</u></b> 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</p> <ol style="list-style-type: none"> <li>1. 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;</li> <li>2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;</li> <li>3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:             <ol style="list-style-type: none"> <li>a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:                 <ol style="list-style-type: none"> <li>1) location of all runways, taxiways, and aprons;</li> <li>2) dimensions;</li> <li>3) type of pavement, and;</li> <li>4) year of construction or most recent major rehabilitation.</li> </ol> </li> <li>b. Inspection Schedule.                 <ol style="list-style-type: none"> <li>1) 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</li> </ol> </li> </ol> </li> </ol>

# Special Conditions

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		<p>extended to three years.</p> <p>2) 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.</p> <p>4. 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:</p> <ul style="list-style-type: none"> <li>a. inspection date;</li> <li>b. location;</li> <li>c. distress types; and</li> <li>d. maintenance scheduled or performed.</li> </ul> <p>5. 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.</p>
<b>Airport</b>	<b>Pavement Exceeding \$250,000</b>	<p><b><u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$2501000:</u></b></p> <p>The Sponsor agrees to:</p> <ul style="list-style-type: none"> <li>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: <ul style="list-style-type: none"> <li>(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.</li> <li>(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.</li> <li>(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).</li> <li>(4) Qualifications of engineering supervision and construction inspection personnel.</li> <li>(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.</li> </ul> </li> </ul>

## Special Conditions

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		<p>(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.</p> <p>b) Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed 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. An interim test and quality control report must be submitted, if requested by the FAA.</p> <p>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.</p> <p>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.</p>
<b>Airport – No primary</b>	<b>State Highway Specifications – Pavement</b>	<p><b><u>STATE HIGHWAY SPECIFICATIONS:</u></b> The Sponsor agrees that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP grant funds for the rehabilitation or reconstruction of airfield pavement included in this grant agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons, per 49 USC§ 47114(d) (S) (A).</p>
<b>Airport</b>	<b>Pavement maintenance grant</b>	<p><b><u>MAINTENANCE PROJECT LIFE:</u></b> The Sponsor agrees that pavement grant maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.</p>
<b>Airport</b>	<b>RPZ Acquisition</b>	<p><b><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u></b> The Sponsor agrees to</p>

## Special Conditions

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
<b>Airport</b>	<b>RPZ Acquisition</b>	<b><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u></b> The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
<b>Airport</b>	<b>RPZ Future Acquisition</b>	<b><u>ACQUISITION OF THE RUNWAY PROTECTION ZONE:</u></b> Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire [Enter the Fee Title or Easement] in the Runway Protection Zones for runways that presently are not under its control within [Enter Number of Years] years of this Grant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
<b>Airport – Not a large or medium hub</b>	<b>Discretionary Funds in project</b>	<b><u>SMALL AIRPORT FUND:</u></b> The source of this grant may include funding a large or project from the Small Airport Fund.
<b>Airport</b>	<b>VALE equipment</b>	<b><u>LOW EMISSION SYSTEMS:</u></b> The Sponsor agrees that vehicles and equipment included in this grant: 1) will be maintained and used at the airport for which they were purchased; 2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA; 3) will be clearly labeled using the FAA-designed VALE program emblem; 4) will be replaced, at the Sponsor's own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer. The Sponsor further agrees that it will maintain annual records on

## Special Conditions

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.
<b>Airport</b>	<b>VALE Recharging System</b>	<b><u>RECHARGING SYSTEM VALE- USE AND OPERATION REQUIREMENTS:</u></b> The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.
<b>Airport or Noise</b>	<b>Building Allowable Costs (Prorate)</b>	<b><u>BUILDING AIP PRORATION:</u></b> For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the [Enter Name of Work Item] included in the project must not exceed [Enter Percent (Numerical Value) percent of the actual cost of the entire building.
<b>Airport or Noise</b>	<b>Noise Land</b>	<b><u>ACQUISITION OF NOISE LAND:</u></b> The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
<b>Airport or Noise</b>	<b>Noise – Annual Report</b>	<b><u>ANNUAL NOISE REPORT:</u></b> As a condition of this Airport Improvement Noise Program (AIP) grant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this grant within 90 days following the end of each Federal fiscal year the grant remains open. The report must provide the following information: <ol style="list-style-type: none"> <li>1) Total noise grant funds expended during the fiscal year.</li> <li>2) Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP).</li> <li>3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor's NCP.</li> <li>4) Total number of people impacted by the Sponsor's NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP.</li> <li>5) A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map.</li> <li>6) A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP.</li> <li>7) Other information as required by the FAA.</li> </ol>



## Special Conditions

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
<b>All Sponsor Types</b>	<b>Plans and Specifications</b>	<b><u>PLANS AND SPECIFICATIONS PRIOR TO BIDDING:</u></b> The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.
<b>All Sponsor Types</b>	<b>Plans and Specifications Certification</b>	<b><u>PLANS &amp; SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION:</u></b> Types Certification The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that: 1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project; 2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; 3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.
<b>All Sponsor Types</b>	<b>Grants Based on Estimates</b>	<b><u>GRANTS ISSUED ON ESTIMATES:</u></b> The Sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for [Enter Project Name]; and the parties agree that within [Enter Number of Days] days from the date of acceptance of this Grant Offer, the Sponsor will receive bids for [Enter Project Being Bid] 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.
<b>All Sponsor Types</b>	<b>Consultant Contract Cost Analysis</b>	<b><u>CONSULTANT CONTRACT AND COST ANALYSIS:</u></b> The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.
<b>All Sponsor Types</b>	<b>Design-Only Grants</b>	<b><u>DESIGN GRANT:</u></b> This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful

## Special Conditions

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.
<b>All Sponsor Types</b>	<b>Force account</b>	<b><u>FORCE ACCOUNT:</u></b> The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this grant until the Sponsor has received FAA approval for the force account information.
<b>All Sponsor Types</b>	<b>Land Acquisition – Revenue and Program Income</b>	<b><u>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY:</u></b> The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this grant received while the grant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the grant is closed, all net revenues produced from real property purchased in part with Federal funds in this grant must be used on the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any grant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.
<b>All Sponsor Types</b>	<b>Land acquisition - Relocation</b>	<b><u>UNIFORM RELOCATION ACT:</u></b> The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.
<b>All Sponsor Types</b>	<b>Noise - mitigation</b>	<b><u>INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES:</u></b> The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this grant have been previously noise insulated using AIP funds.
<b>All Sponsor Types</b>	<b>Noise Mitigation – Private Land</b>	<b><u>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY:</u></b> The Sponsor understands and agrees that no payment will be made under the terms of this Grant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Grant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:

## Special Conditions

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		<p>1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests.</p> <p>2) The property owner is responsible for maintenance and operation of the items installed, purchased, or. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items.</p> <p>3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds.</p> <p>4) The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of federal aid for the project.</p>
<b>All Sponsor Types</b>	<b>Non AIP work in project</b>	<p><b><u>NON-AIP WORK IN APPLICATION:</u></b> The Sponsor understands and agrees that:</p> <p>1) the Project Application includes the planning and/or construction of [Enter Non-Grant Work ] that is not being funded with any Federal funding in this project ;</p> <p>2) although the Sponsor has estimated a total project cost of \$(Enter Total Project Amount], the total allowable cost for purposes of determining federal participation will not exceed \$(Enter Maximum Federal Amount);</p> <p>3) it must maintain separate cost records for the AIP and non-AIP work;</p> <p>4) all cost records must be made available for inspection and audit by the FAA;</p> <p>5) within [Enter Number of Days] days of acceptance of this Offer, the Sponsor will submit a revised Program Statement/cost estimate to the FAA depicting the AIP and non-AIP costs and a revised cost estimate depicting only AIP project costs;</p> <p>6) the Sponsor understands that all non-AIP work is the sole</p>

## Special Conditions

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		<p>responsibility of the Sponsor; and</p> <p>7) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed \$[Enter Maximum Federal Amount], which is the total allowable cost for purposes of determining federal participation in of this special condition.</p>
<b>All Sponsor Types</b>	<b>Planning Scope of Work</b>	<p><b><u>PRELIMINARY SCOPE OF WORK:</u></b> This Grant is made and accepted Types upon the basis of a <b>preliminary scope of work</b>. The parties agree that within 30 days from the date of acceptance of this Grant Offer, the Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Grant Offer or in the project application is in respect to the final scope of work.</p>
<b>Airport – Non-primary</b>	<b>Fuel farms</b>	<p><b><u>FUELING SYSTEM - USE AND OPERATION REQUIREMENTS:</u></b> This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the grant assurances. The fueling system established under this grant, will be operated solely by the Sponsor and/or the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system for the 20-year grant expected life, including meeting all local, state, and federal regulations related to the fuel system.</p>
<b>Airport – Non-primary</b>	<b>Revenue Producing Project</b>	<p><b><u>REVENUE PRODUCING PROJECT:</u></b> The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary grant funds for the airside needs of the airport for the three fiscal years following the fiscal year in which this grant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the grant assurances.</p>
<b>Airport – Privately-Owned</b>	<b>All Projects – Obligated Land</b>	<p><b><u>PRIVATELY OWNED AIRPORTS:</u></b> The Sponsor understands and agrees that the portion of airport dedicated for airport use as shown on the approved Exhibit "A" Airport Property Map dated [Enter MM/DD/YYYY] of Exhibit "A") must not be sold, exchanged, the title encumbered, or its use changed to a non-airport use without the written consent of the FAA.</p> <p>The Sponsor further understands and agrees that the portion of the airport NOT dedicated to airport use, but financially contributing to the overall viability of the airport (as shown on Exhibit "A" Airport Property Map) must continue to support the operation of the airport for a period</p>

## Special Conditions

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		of [Enter Number of Years (Minimum 10 Years)] years from the date of this grant.
<b>Airport</b>	<b>Land Acquisition</b>	<b><u>LAND ACQUISITION:</u></b> The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the FAA that it has recorded the grant agreement, including the grant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

## Special Conditions

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
<p><b>State and/or local government</b></p>	<p><b>Noise Mitigation – Land use Compatibility</b></p>	<p><b><u>COMPATIBLE LAND USE PLANNING AND PROJECTS:</u></b> The Sponsor agrees and understands that:</p> <p>1) It will achieve, to the maximum extent possible, compatible land uses consistent with Federal land use compatibility criteria in Title 14, Code of Federal Regulations, Part 150, and those compatible land uses will be maintained;</p> <p>2) It will provide, in the case of a planning grant, a land use plan that -</p> <ul style="list-style-type: none"> <li>(a) Is reasonably consistent with the goal of reducing existing non-compatible land uses and preventing the introduction of additional non-compatible land uses;</li> <li>(b) Addresses ways to achieve and maintain compatible land uses, including zoning, building codes, and any other land use compatibility measures identified under Title 49, United States Code § 47504(a)(2), that are within the authority of the Sponsor to implement;</li> <li>(c) Uses noise contours provided by the airport operator that are consistent with airport operation and planning, including any noise abatement measures adopted by the airport operator as a part of its own noise mitigation efforts;</li> <li>(e) Does not duplicate, and is not inconsistent with, the airport operator's noise compatibility measures for the same area; and</li> <li>(f) Has been approved jointly by the airport owner or operator and the Sponsor.</li> </ul> <p>3) It will make provision to implement, or has implemented, those elements of the plan ineligible for Federal financial assistance.</p>



**FAA  
Airports**

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

Updated: 12/31/2015

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

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

<b>NUMBER</b>	<b>TITLE</b>
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces



<b>NUMBER</b>	<b>TITLE</b>
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

<b>NUMBER</b>	<b>TITLE</b>
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

<b>NUMBER</b>	<b>TITLE</b>
150/5395-1A	Seaplane Bases

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

Updated: 12/31/2015

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Control of Construction for Airport Grant 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  
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**Federal Aviation  
Administration**

## **FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

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

### Certification Statements

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

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).

Yes      No      N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2).

Yes      No      N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).

Yes      No      N/A

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

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

Yes      No      N/A

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

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

Yes      No      N/A

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

Yes      No      N/A

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

### Sponsor's Certification

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

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

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

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



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

## **FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.





## Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

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

### Certification Statements

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

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

Yes    No    N/A

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

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

Yes    No    N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

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

**Location 1**

Name of Location:

Address:

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

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

**Sponsor's Certification**

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

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

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

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



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

## **FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



## Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

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

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

### Certification Statements

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

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

Yes	No	N/A
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2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes      No      N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes      No      N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

Yes      No      N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes      No      N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes      No      N/A

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

Yes      No      N/A

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

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

Yes      No      N/A

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

**Sponsor's Certification**

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

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

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

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





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

## **FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

#### Application

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

#### Certification Statements

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

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

Yes      No      N/A

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

Yes      No      N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

Yes No N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

Yes No N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

Yes No N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

Yes No N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

Yes No N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

Yes No N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

Yes No N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

Yes No N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

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

**Sponsor's Certification**

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

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

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

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



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

## **FAA Form 5100-133, Real Property Acquisition – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Real Property Acquisition Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

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

### Certification Statements

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

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.

Yes      No      N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.

Yes      No      N/A

3. If property for airport development is or will be leased, the following conditions have been met:

- a. The term is for 20 years or the useful life of the project;
- b. The lessor is a public agency; and
- c. The lease contains no provisions that prevent full compliance with the grant agreement.

Yes      No      N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

Yes No N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

Yes No N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

- a. The right of flight;
- b. The right of ingress and egress to remove obstructions; and
- c. The right to restrict the establishment of future obstructions.

Yes No N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
- b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

Yes No N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

Yes No N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

Yes No N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

- a. No coercive action to induce agreement; and
- b. Supporting documents for settlements included in the project files.

Yes No N/A

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

Yes      No      N/A

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

Yes      No      N/A

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

Yes      No      N/A

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

**Sponsor's Certification**

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

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

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

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





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

## **FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

#### Application

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

#### Certification Statements

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

Yes    No    N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

Yes    No    N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

Yes    No    N/A

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

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes      No      N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes      No      N/A

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

### **Sponsor's Certification**

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

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

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

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

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



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

## **FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



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

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

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

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

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

### Certification Statements

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

Yes      No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes      No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes      No

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

### **Sponsor's Certification**

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

Executed on this          day of                                  ,                                  .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

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

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

RESOLUTION NO. 32-2022

**A RESOLUTION ACCEPTING AND ENTERING INTO AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION TO ACCEPT GRANT FUNDING FOR THE SHELBY-CLEVELAND COUNTY REGIONAL AIRPORT GRANT NO. 36237.16.17.1**

**WHEREAS**, Chapter 63 of the North Carolina General Statutes authorizes the Department to administer a program of State Aid to Airports, subject to the limitations stated in that Chapter; and,

**WHEREAS**, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the FAA Modernization and Reform Act of 2012; and,

**WHEREAS**, the Department has approved a grant of funds to the Sponsor under the State Block Grant Program Non-Primary Entitlement with CARES and ARPA Match funds; and,

**WHEREAS**, the Sponsor has made a formal application dated January 12, 2022 to the Department for the Non-Primary Entitlement with CARES and ARPA Match funds for the Shelby-Cleveland County Regional Airport; and,

**WHEREAS**, a grant in the amount of \$333,332.00 not to exceed 100 percent of the federal share of the final, eligible project costs of \$333,332.00 has been approved subject to the conditions and limitations herein; and,

**WHEREAS**, the Non-Primary Entitlement with CARES and ARPA Match funds will be used for construction of T-Hangar Taxiway Development – Phase II.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHELBY NORTH CAROLINA:**

Section 1. The Shelby City Council accepts and desires to enter into the agreement with the N.C. Department of Transportation to receive grant funds for in the amount of \$333,332.00 for T-Hangar Taxiway Development – Phase II at the Shelby-Cleveland County Regional Airport.

Section 2. Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Division, except that an extension of time and /or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

Section 3. The Sponsor certifies that is has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Agreement.



Section 4. The Sponsor agrees to comply with the “Sponsor’s Assurances” contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor’s Assurances or this Agreement.

Section 5. The Sponsor agrees to adhere to the standards and procedures contained in the North Carolina Airports Program Guidance Handbook and the Federal Assurances and Certifications.

Section 6. The City Manager and City Clerk of the City of Shelby are hereby authorized and directed to execute the agreement as specified and attached to and hereby made a part of this resolution.

Section 7. The City Manager or his designee is hereby authorized to execute modifications, extensions, grant reimbursements and other documents associated with this grant.

Section 8. This resolution shall become effective upon its adoption and approval.

Adopted and approved this the 18th day of April, 2022.

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O. Stanhope Anthony III  
Mayor

ATTEST:

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Carol Williams  
Interim City Clerk

RESOLUTION NO. 33-2022

**A RESOLUTION ACCEPTING AND ENTERING INTO AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION TO ACCEPT GRANT FUNDING FOR THE SHELBY-CLEVELAND COUNTY REGIONAL AIRPORT GRANT NO. 36237.16.17.2**

**WHEREAS**, Chapter 63 of the North Carolina General Statutes authorizes the Department to administer a program of State Aid to Airports, subject to the limitations stated in that Chapter and,

**WHEREAS**, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the FAA Modernization and Reform Act of 2012 and,

**WHEREAS**, the Department has approved a grant of funds to the Sponsor under the State Block Grant Program Non-Primary Entitlement funds and,

**WHEREAS**, the Sponsor has made a formal application dated March 24, 2022 to the Department for the Non-Primary Entitlement funds for the Shelby-Cleveland County Regional Airport and,

**WHEREAS**, a grant in the amount of \$42,733.00 not to exceed 10 percent of the federal share of the final, eligible project costs of \$47,482.00 has been approved subject to the conditions and limitations herein and,

**WHEREAS**, the Non-Primary Entitlement funds will be used for T-Hangar Building Construction.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHELBY NORTH CAROLINA:**

Section 1. The Shelby City Council accepts and desires to enter into the agreement with the N.C. Department of Transportation to receive grant funds for in the amount of \$42,733.00 for T-Hangar Building Construction at the Shelby-Cleveland County Regional Airport.

Section 2. Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Division, except that an extension of time and or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

Section 3. The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Agreement.

Section 4. The Sponsor agrees to comply with the “Sponsor’s Assurances” contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor’s Assurances or this Agreement.

Section 5. The Sponsor agrees to adhere to the standards and procedures contained in the North Carolina Airports Program Guidance Handbook and the Federal Assurances and Certifications.

Section 6. The City Manager and City Clerk of the City of Shelby are hereby authorized and directed to execute the agreement as specified and attached to and hereby made a part of this resolution.

Section 7. The City Manager or his designee is hereby authorized to execute modifications, extensions, grant reimbursements and other documents associated with this grant.

Section 8. This resolution shall become effective upon its adoption and approval.

Adopted and approved this the 18th day of April, 2022.

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O. Stanhope Anthony  
III Mayor

ATTEST:

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Carol Williams  
Interim City Clerk

City of Shelby  
Agenda Item Summary  
April 18, 2022  
Council Chambers

Agenda Item: G

City Manager's Report

I will report to Mayor and Council on a number of ongoing projects and issues. The projects and issues reported upon are intended to be for your information and do not necessarily require action by Council.

Agenda Item: H

Council Announcements and Remarks

I. Adjournment:

To adjourn a meeting of City Council, a majority of the Council members must vote for a motion to adjourn.

- 1) Motion to adjourn