

Mayor Edna B. DeVries
Deputy Mayor Sabrena Combs
Council Member Julie Berberich
Council Member Richard W. Best
Council Member Steve Carrington
Council Member Brian Daniels
Council Member Jill Valerius

City Attorney Michael Gatti
City Manager John Moosey
Interim City Clerk Nichole Degner

City of Palmer, Alaska
Regular City Council Meeting
August 24, 2021, at 7:00 PM
City Council Chambers
231 W. Evergreen Avenue, Palmer
www.palmerak.org

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. Resolution No. 21-029 AEPS Phase II FAA Grant R1Page 3
 - b. Resolution No. 21-031 TW November FAA GrantPage 33
 - c. Action Memorandum No. 21-048 Professional Legal Services 2021Page 65
 - d. Action Memorandum No. 21-049 Country Garden Farms LLCPage 87
 - e. Action Memorandum No. 21-050 HDL Contract Amendment TW N Design ProjectPage 101
 - f. Action Memorandum No. 21-051 HDL Contract Amendment AEPS Phase II R1Page 111
2. Approval of Minutes of Previous Meetings
 - a. July 27, 2021, Special MeetingPage 121
 - b. July 27, 2021, Regular MeetingPage 125

E. COMMUNICATION AND APPEARANCE REQUESTS

F. REPORTS

1. City Manager's Report
2. Mayor's Report
3. City Clerk's Report
4. City Attorney's Report

G. AUDIENCE PARTICIPATION

H. PUBLIC HEARINGS

I. UNFINISHED BUSINESS

J. NEW BUSINESS

1. Committee of the Whole: Presentation of the 2020 Financial Audit (note: action may be taken by the council following the committee of the whole)
2. Resolution No. 21-030 Changes to Fee Schedule MTA Events CenterPage 129
3. Resolution No. 21-032 Appropriating CSLFRFA ARPA FundsPage 146

K. RECORD OF ITEMS PLACED ON THE TABLE

L. AUDIENCE PARTICIPATION

M. EXECUTIVE SESSION

1. Subjects That Tend to Prejudice the Reputation and Character of Any Person – City Clerk Recruitment
(Note: All city clerk candidates may be discussed during the executive session. Personnel action regarding the City Clerk Candidates may be taken following the executive session)

N. COUNCIL COMMENTS

O. ADJOURNMENT

Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Sep 14	Regular	7 pm	
Sep 28	Regular	7 pm	
Oct 11	Special	6 pm	Election Certification
Oct 12	Special	6 pm	Budget
Oct 12	Regular	7 pm	
Oct 26	Special	6 pm	Budget
Oct 26	Regular	7 pm	
Nov 9	Regular	7 pm	
Nov 23	Regular	7 pm	

**City of Palmer
Resolution No. 21-029**

Subject: Resolution 21-029: Accepting and Appropriating a Grant from the Federal Aviation Administration at 100% funding for the 2021 Avigation Easement Planning Study (Phase II) and Authorizing the City Manager to Execute the Grant when offered.

Agenda of: August 24, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: Frank J. Kelly, Airport Superintendent

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ 395,482.00

This legislation (√):


- Creates revenue in the amount of: \$ 395,482.00
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted 30-00-00-3388 FAA Grant AE Study Ph II; 30-03-10-7138 AE Study Phase II Expenses

Director of Finance Signature: 

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u></u>	_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. Resolution No. 21-029 AEPS Phase II FAA Grant
2. FAA Grant Application SF424 AEPS II
3. FAA Grant Assurances
4. Letter to COP from Mike Brown, Mat-Su Borough Manager

Summary Statement/Background:

Currently, the airport does not have adequate rights to control and maintain the entire approach surface to Runway 16. In 1990, the threshold was displaced 500 feet from the runway end to provide an obstruction-free 20:1 approach surface, due to trees located off the airport property on Mat-Su Borough-owned land. Subsequent tree growth has resulted in trees in the approach surface to the displaced threshold.

The Phase 1 Avigation Easement Planning Study (AEPS) updated the Aviation Activity Forecast, which determined the critical aircraft, and included a Runway Length Analysis, which determined the full runway length is justified. Alternatives were identified and a preferred alternative was selected in a government-to-government process between the City and the Borough. The preferred alternative utilizes the full length of the existing runway and includes a properly sized and located avigation easement to give the airport rights to remove obstacles (trees) and to relocate the threshold to the runway end. The initial phase I process also produced a letter of cooperation from the MSB Manger (attached).

The proposed project includes preparing a planning study report and an Environmental Assessment (EA) for the avigation easement. The project includes project scoping coordination with agencies, a public engagement process, government to government consultation, a cultural resources inventory and field survey. The project also includes Section 106 consultation, wetlands delineation, and eagle nest survey. The project also includes an updated obstruction survey of the area of approach to runway 16, to allow for an accurate assessment of number of trees that will be impacted by mitigation. A Section 4(f)/6(f) process is included in the project to define the appropriate mitigation. Finally, an Environmental Assessment report will be prepared for the proposed action including alternatives considered, steps taken to minimize adverse impacts, and evaluation of the proposed mitigation.

Due to the ongoing health pandemic, congress has continued 100% funding of all AIP grants for 2021.

Administration's Recommendation:

Approve Resolution No. 21-029

LEGISLATIVE HISTORY

Introduced by: Airport Superintendent

Date: August 24, 2021

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Resolution No. 21-029

A Resolution of the Palmer City Council Accepting and Appropriating a Grant from the Federal Aviation Administration at 100% funding for the 2021 Avigation Easement Planning Study (Phase II) and Authorizing the City Manager to Execute the Grant when offered.

WHEREAS, the City of Palmer maintains and operates the Warren "Bud" Woods Palmer Municipal Airport; and

WHEREAS, the City of Palmer is obligated by grant assurances to run and maintain a safe airport and to fully utilize its infrastructure to the best of its abilities for all users; and

WHEREAS, the Airport Sponsor Grant Assurances have been reviewed by the City of Palmer; and

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby to Accept and appropriate a Grant from the Federal Aviation Administration at 100% funding for the 2021 Avigation Easement Planning Study (Phase II).

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Palmer City Council hereby to authorize the City Manager to execute the grant when offered.

Approved by the Palmer City Council this ____ day of _____, 2021.

Edna B. DeVries, Mayor

Nichole Degner, Interim City Clerk

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/> 03-02-0211	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text"/> City of Palmer		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text"/> 92-6000194	* c. Organizational DUNS: <input type="text"/> 0374110710000	
d. Address:		
* Street1: <input type="text"/> 231 W. Evergreen Ave.	Street2: <input type="text"/>	
* City: <input type="text"/> Palmer	County/Parish: <input type="text"/>	
* State: <input type="text"/> AK: Alaska	Province: <input type="text"/>	
* Country: <input type="text"/> USA: UNITED STATES	* Zip / Postal Code: <input type="text"/> 99645-6952	
e. Organizational Unit:		
Department Name: <input type="text"/> Palmer Municipal Airport	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text"/>	* First Name: <input type="text"/> Frank	
Middle Name: <input type="text"/>	* Last Name: <input type="text"/> Kelly	
Suffix: <input type="text"/>	Title: <input type="text"/> Airport Superintendant	
Organizational Affiliation: <input type="text"/> City of Palmer		
* Telephone Number: <input type="text"/> 907 761-1334	Fax Number: <input type="text"/>	
* Email: <input type="text"/> fkelly@palmerak.org		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

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

Add Attachment

Delete Attachment

View Attachment

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

PAQ Avigation Easement Study, Phase 2

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:
* a. Applicant * b. Program/Project

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

17. Proposed Project:
* a. Start Date: * b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="395,482.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="395,482.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**
 a. This application was made available to the State under the Executive Order 12372 Process for review on
 b. Program is subject to E.O. 12372 but has not been selected by the State for review.
 c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**
 Yes No
If "Yes", provide explanation and attach

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

Authorized Representative:
Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:
* Title:
* Telephone Number: Fax Number:
* Email:
* Signature of Authorized Representative: * Date Signed:

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

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

1. General Federal Requirements.

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

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

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

FOOTNOTES TO ASSURANCE C.1.

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
- 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

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

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

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

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

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 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 DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

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



FAA Airports

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

Updated: 4/18/2019

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

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

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

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

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

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

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



MATANUSKA-SUSITNA BOROUGH

Office of the Borough Manager

350 East Dahlia Avenue • Palmer, AK 99645

Phone (907) 861-8689 • Fax (907) 861-8669

Mike.Brown@matsugov.us

May 19, 2021

John Moosey, Manager
City of Palmer
231 W. Evergreen Avenue
Palmer, Alaska 99645-6952

Re: Warren "Bud" Woods Palmer Municipal Airport Avigation Easement

Dear Mr. Moosey:

This letter is being sent to express the commitment of the Matanuska-Susitna Borough to work with the City of Palmer addressing safety concerns at Warren "Bud" Woods Municipal Airport. Palmer has informed the Borough that the threshold of Runway 16 had to be displaced by 500 feet to provide for a safe approach, due to interference from trees in the Borough's Matanuska River Park. Palmer also informed the Borough that tree growth has made it such that some trees may now penetrate this displaced approach surface.

The Borough recognizes the importance of the City's airport as a regional aviation asset and wants to support safe operations at the airport, including full utilization of existing infrastructure. At the same time, it is important for the Borough to maintain the quality of the Park for the enjoyment of residents and visitors alike. It is our intent to work in cooperation with the City to explore alternatives for full utilization of the runway, while ensuring that the Park is still available for residents and visitors to enjoy.

We anticipate that these alternatives may include selective tree removal, a new avigation easement, or perhaps other solutions. It is also anticipated that any agreement for an avigation easement and subsequent tree removal will include mitigation for the loss of the trees satisfactory to the Borough; will address the number of impacted trees over the next five to ten years; will assess the number of additional trees damaged and/or killed in accessing, felling and removing trees within the proposed avigation easement; and will provide any collateral effects of removing trees (e.g. effects to trees remaining impacted by wind that were previously shielded by larger surrounding trees identified for removal).

In the event there is a proposed avigation easement, it is expected that the proposed easement will satisfy Section 4(f) of the Department of Transportation Act of 1966 and Section 6(f) of the Land and Water Conservation Act. The agreement will need to be acceptable to the Federal Aviation Administration as the primary funding source of the undertaking and will include a public involvement process to adequately communicate alternatives and solicit public input.

Any proposal must also be approved by the Matanuska-Susitna Borough Assembly. The Borough's commitment is to work with the City of Palmer and cooperatively explore solutions. There is no funding committed for this issue.

Sincerely,

Michael Brown
Borough Manager

Providing Outstanding Borough Services to the Matanuska-Susitna Community

**City of Palmer
Resolution No. 21-031**

Subject: Resolution 21-031: Accepting and Appropriating a Grant from the Federal Aviation Administration at 100% funding for the 2021 Taxiway (N) November Design Project and Authorizing the City Manager to Execute the Grant when offered.

Agenda of: August 24, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: Frank J. Kelly, Airport Superintendent

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ 446,093.00

This legislation (√):

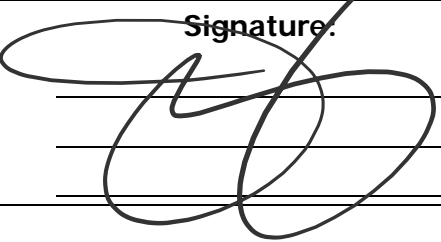
- Creates revenue in the amount of: \$ 446,093.00
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted 30-00-00-3387 FAA Grant Revenue; 30-03-10-7137 Taxiway November Design Project

Director of Finance Signature: 

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u></u>	_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. Resolution No. 21-031 Taxiway (N) November Design FAA Grant
2. FAA Grant Application SF424 TW (N) November Design
3. Figure 1 "Area of Potential Effect"
4. FAA Grant Assurances

Summary Statement/Background:

Currently, the airport has leased out all lease lots available that are suitable for larger aircraft, additional lease lots are available south of Runway 10/28, but they are not accessible from the airfield. There are no parcels available for small aircraft on the north half of the airfield and if there were, these lots are too small and lack taxiway/taxilane access that will support DG II and larger aircraft.

The City has potential tenants in line for leasing lots adjacent to Taxiway N. Taxiway N will provide access to these lots between Runway 10/28 and Taxiway A.

North of Runway 10/28 tenants are restricted by weight limitations on Taxiway B which was constructed for small aircraft. The extension of Taxiway J to Taxiway A is the most cost-effective solution to remove the weight limitations for the hangar area north of Runway 10/28.

Construction of Taxiway N will add impervious surface and therefore may contribute to additional storm water runoff. Since runoff leaving the airport has contributed to localize flooding in recent years, and the Taxiway N project is anticipated to increase runoff, constructing a storm water management system is necessary to have a complete and viable taxiway project.

The project will continue the ongoing efforts to remove tree obstructions from the Runway 10/28 transitional surface and utilize excess materials to re-grade the area between Taxiway A and Aprons A, B, C, and D to meet taxiway safety and object free area grading criteria.

Due to the ongoing health pandemic, congress has continued 100% funding of all AIP grants for 2021.

Administration's Recommendation:

Approve Resolution No. 21-031

LEGISLATIVE HISTORY

Introduced by: Airport Superintendent

Date: August 24, 2021

Action:

Vote:

Yes:

No:

--	--

CITY OF PALMER, ALASKA

Resolution No. 21-031

A Resolution of the Palmer City Council Accepting and Appropriating a Grant from the Federal Aviation Administration at 100% funding for the 2021 Taxiway (N) November Design Project and Authorizing the City Manager to Execute the Grant when offered.

WHEREAS, the City of Palmer maintains and operates the Warren "Bud" Woods Palmer Municipal Airport; and

WHEREAS, an Airport Layout Plan has been updated by the City and approved by the FAA for the Warren "Bud" Woods Palmer Municipal Airport; and

WHEREAS; the need for Taxiway (N) November is a priority to have new lease lots available with airside access with the FAA and the City of Palmer; and

WHEREAS; the City of Palmer anticipates approval of FAA grant funds of up to \$446,093.00 for the federal portion of the project; and

WHEREAS, the Airport Sponsor Grant Assurances have been reviewed by the City of Palmer; and

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby to Accept and appropriate a Grant from the Federal Aviation Administration at 100% funding for the 2021 Taxiway (N) November Design Project.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Palmer City Council hereby to authorize the City Manager to execute the grant when offered.

Approved by the Palmer City Council this ____ day of _____, 2021.

Edna B. DeVries, Mayor

Nichole Degner, Interim City Clerk

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

*** c. Organizational DUNS:**

d. Address:

*** Street1:**

Street2:

*** City:**

County/Parish:

*** State:**

Province:

*** Country:**

*** Zip / Postal Code:**

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Middle Name:

*** Last Name:**

Suffix:

Title:

Organizational Affiliation:

*** Telephone Number:**

Fax Number:

*** Email:**

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

NA

* Title:

NA

13. Competition Identification Number:

NA

Title:

NA

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

Add Attachment

Delete Attachment

View Attachment

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

Taxiway N design

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="446,093.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="446,093.00"/>

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

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

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

- Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

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

** I AGREE

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

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

CITY OF PALMER
PAQ Taxiway N Design
CIP Cost Breakdown

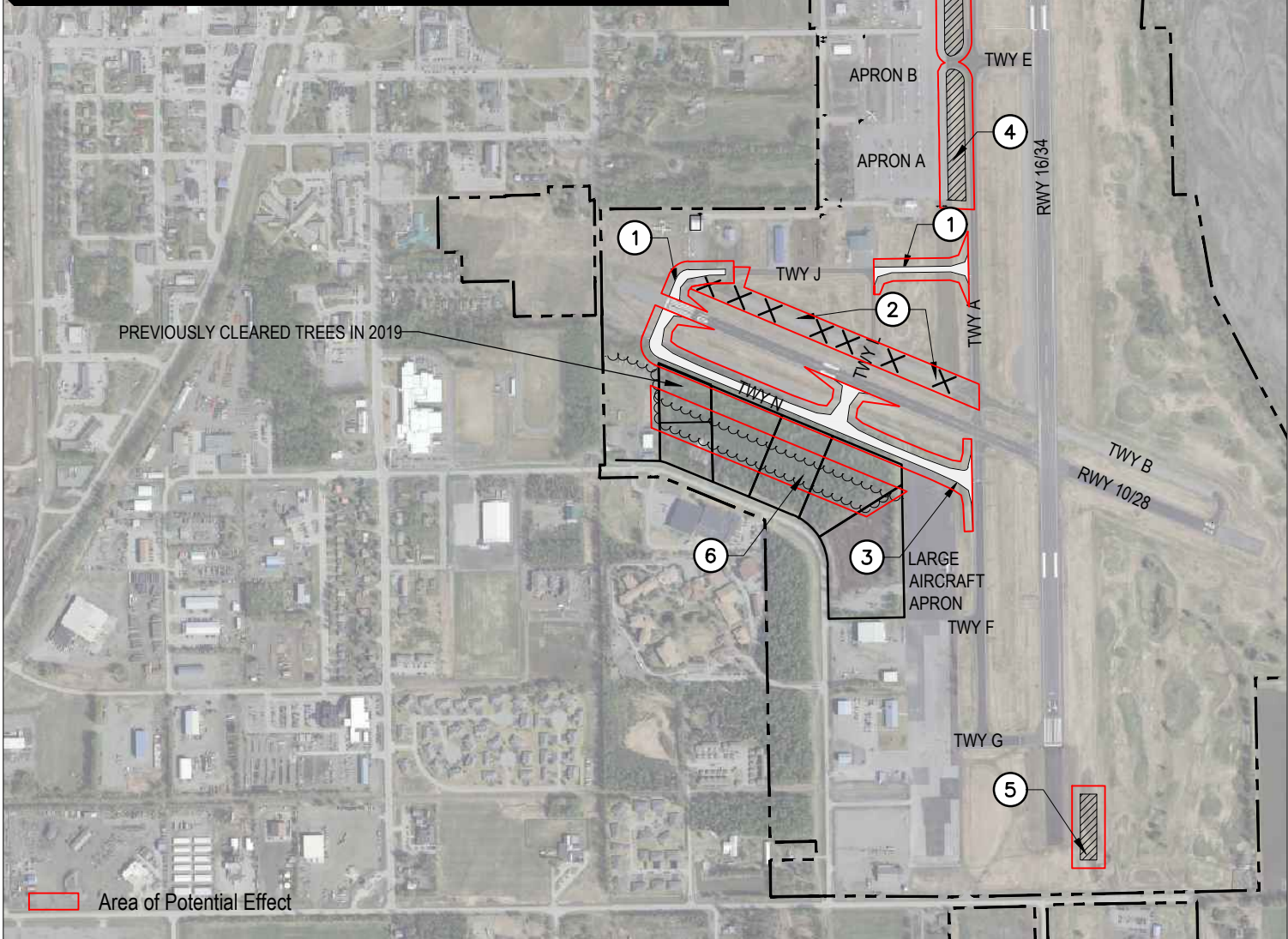
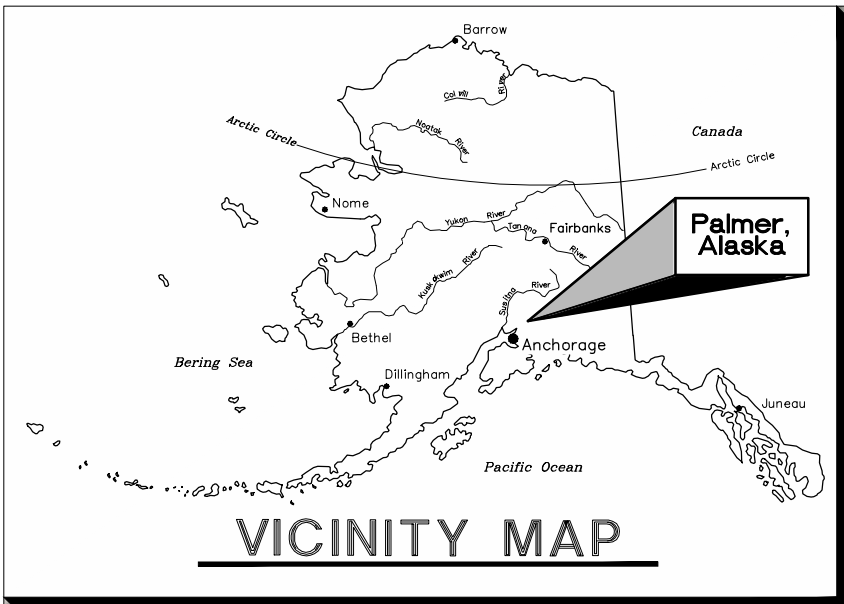
		Planning/Design Services	City Admin	Total
PAQ Taxiway N Design Services		\$ 379,837.00	\$ 18,990.00	\$ 398,827.00
Misc Planning including Env. Desk study, preliminary planning, and IFE		\$ 45,016.25	\$ 2,250.00	\$ 47,266.25
			\$ -	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
		\$ 424,853.25	\$ 21,240.00	\$ 446,093.25

Non-AIP eligible work \$ -
\$ 446,093.25

City Administration (see above)

Local share \$ -
State share \$ -
FAA share at 100% \$ 446,093.25

\$ 446,093.25



- ① Extend and Realign Taxiway J
 - ② Remove Taxiway B
 - ③ Construct Taxiway N
 - ④ Grade Taxilane Safety Areas
 - ⑤ Storm Drain Upgrade
 - ⑥ Runway 10/28 Tree Clearing
-
- SCALE IN FEET

Warren "Bud" Woods Palmer Municipal Airport
Construct Taxiway N
Palmer, Alaska
March 2021

Figure 1
Area of Potential Effect

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

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

1. General Federal Requirements.

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

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

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

FOOTNOTES TO ASSURANCE C.1.

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
- 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

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

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

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

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

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 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 DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

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



FAA Airports

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

Updated: 4/18/2019

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

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

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

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

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

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

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

City of Palmer
Action Memorandum No. 21-048

Subject: Direct the City Manager to Issue the Request for Proposals for the Professional Legal Services

Agenda of: August 24, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: John Moosey, City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ _____

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted _____

Director of Finance Signature: 

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. Request for Proposals
2. Sample of Professional Services Agreement
3. Preference Questionnaire

Summary Statement/Background:

On December 13, 2011, the City Council awarded a contract to Wohlforth, Brecht, Cartledge and Brookings.

On January 28, 2014, City Council approved Action Memorandum No. 14-012 extending the contract to December 31, 2014.

On January 13, 2015, City Council approved Action Memorandum No. 15-001 extending the contract to December 31, 2015.

On October 27, 2015, City Council approved Action Memorandum No. 15-087 extending the agreement to December 31, 2016, and execute a Novation Agreement assigning it to Jermain Dunnagan & Owens, P.C.

On December 13, 2016, City Council approved Action Memorandum No. 16-092 to execute a contract with Jermain Dunnagan & Owens, P.C

On August 27, 2019, the City Council approved Action Memorandum No 19-064 to extend the contract for legal services with Jermain Dunnagan & Owens, P.C for one additional year to expire December 31, 2020.

On August 25, 2020, the City Council approved Action Memorandum No. 20-056 to extend the contract for legal services with Jermain Dunnagan & Owens, P.C. for one additional year to expire December 31, 2021.

Action Memorandum directs the City Manager to issue an RFP for legal services with the intent of awarding a contract prior to the December 31, 2021, deadline.

Administration's Recommendation:

Approve Action Memorandum No. 21-048.



CITY OF PALMER

231 West Evergreen Avenue Palmer,
Alaska 99645
Phone (907) 745-3271 • Fax (907) 745-0930
www.palmerak.org

REQUEST FOR PROPOSALS

**The City of Palmer is soliciting proposals
for General Counsel Legal Services.**

**RELEASE DATE:
AUGUST 30, 2021**

**DEADLINE FOR SUBMISSION AND OPENING DATE AND TIME:
September 27, 2021 at 1:00 pm**

Use this page as the first page of the proposal.

Response By:

Attorney/Firm Name: _____ Contact Person: _____

Address _____

Telephone () _____ Fax () _____

E-mail Address _____

I have read, understand, and agree to all terms and conditions herein.

Signed _____ Date: _____

Print Name and Title _____

I. OVERVIEW OF REQUESTED SERVICES

The City of Palmer (**city**), a first-class, home-rule municipality, population approximately 6,000, is seeking proposals for general counsel legal services. It is the intention of the city through this solicitation to enter into a contract with a general counsel that will serve the city council, city manager, city clerk, and city staff in various capacities. The city reserves the right to enter into contracts with attorneys other than the general counsel should the council so choose from time to time. Proposals are invited from any qualified State of Alaska licensed attorney-at-law or law firm. Attorneys/Firms (**proposers**) must be qualified to represent the city in all State of Alaska Courts and the U.S. District Court for the District of Alaska.

II. SCOPE OF SERVICES, TERM, AND QUALIFICATIONS

It is the intention of the city to enter into an agreement under which a qualified proposer will provide general counsel legal services on behalf of the city at a fixed hourly rate. The FY 2021 budgeted amount for legal services for the city was approximately \$150,000.00. This includes amounts for general counsel services and also for other legal services.

- A. SCOPE OF SERVICES. Proposer is expected to provide the city with general counsel legal services, to include the following:
1. Serve as the legal advisor of and be responsible to the city council, and advise the city manager and city clerk concerning matters affecting city administration, as well as perform other duties as may be prescribed by the city council.
 2. Prepare legal documents such as ordinances, resolutions, contracts, conveyances, etc., and legal opinions as needed. Provide limited representation in court, negotiate on the city's behalf and handle other legal matters that may arise.
 3. Be readily available for consultation by the city council, city manager, city clerk, and city staff.
 4. Draft opinion letters regarding, among other subjects, the interpretation of the city code and charter, state and federal laws, and policies.
 5. Perform other such duties as may be prescribed for the city attorney by ordinance or by direction of the city council, city manager, and/or city clerk.
 6. Must work effectively with the city council, city manager, city clerk, and city staff, and also with other public agencies with which the city has legal relations.
 7. The city attorney or designee is required to attend scheduled city council meetings; unless excused by city council
- B. TERM. The term of the professional services agreement is two years, with three one-year options unilaterally available to the city. The agreement may be terminated at the convenience of the city at any time.
- C. QUALIFICATIONS
1. The proposer (or primary attorney for the city in a firm—see III.B.1. below) must be a member in good standing of the State of Alaska Bar Association and be qualified to represent the city in all State of Alaska Courts and the U.S. District Court for the District of Alaska.
 2. The proposer (or primary attorney for the city in a firm) should have at least five years of professional experience as legal counsel for an entity such as an Alaska city, municipality, or borough.
 3. The proposer (or primary attorney for the city in a firm) should be experienced and proficient in legal matters affecting the city, to include without limitation, Alaska municipal law including AS 29, city charter and code, Matanuska-Susitna Borough Code, other applicable State of Alaska law and federal law.

III. RESPONSE TO RFP

To achieve a uniform review process and obtain a reasonable degree of comparability, a proposer should submit a Response to RFP following the below contents, which must not exceed fifteen (15) pages in length, double spaced, including Page 1 of this RFP and the Letter of Transmittal. In page 1 of this RFP, provide the name, address, phone number, fax number, website URL of the proposer, together with the name of the person who the city clerk may contact in regard to the RFP. Detail each of the following points in your Proposal:

- A. Letter of Transmittal (limited to one page).
 - 1. Briefly state proposer's understanding of the services to be performed and make a positive commitment to provide the services as specified.
 - 2. Statement confirming the primary attorney expects to be available to perform legal services for the City for five years.
 - 3. Give the name(s) of the person(s) who are authorized to make representations for proposer, their titles and telephone numbers.
 - 4. **The letter must be signed by an individual who has the authority to bind the proposer.**

- B. Statement of Qualifications.
 - 1. Statement of Qualifications of the attorney who will be the primary attorney for the city and who will attend council meetings.
 - 2. Statement of Qualifications of other attorneys, if any, who will support the primary attorney. These attorneys may be in the same firm or available under other arrangement.

The Statement of Qualifications should address the municipal experience, other applicable legal experience, and education of the attorney(s) in III.B.1. and III.B.2. List municipal law cases handled by the primary attorney and supporting attorneys and whether the attorney's clients were the prevailing party or not. In particular, identify and describe the experience over the last five years and the level of expertise in the following areas:

- a. Attendance at council/assembly meetings and related legal issues;
 - b. Issues facing the city;
 - c. Ordinance drafting;
 - d. Zoning and land use regulation;
 - e. Ordinance enforcement;
 - f. Municipal sales tax law and enforcement;
 - g. Public employment labor law;
 - h. Municipal purchasing and contracts;
 - i. Police liability;
 - j. Acquisition and disposition of public property; and
 - k. Intergovernmental issues with State and Federal agencies.
- C. Conflicts. List all matters and/or cases where the proposer currently represents an individual or entity with interests potentially adverse to the city, to include without limitation, the Matanuska-Susitna Borough, City of Wasilla, Matanuska-Susitna Borough School District, State of Alaska, University of Alaska, Mat-Su Regional Medical Center, and Alaska Railroad Corporation, etc. Describe the scope of the representation and nature of the conflict.

 - D. Availability. Specify how available the primary attorney will be to the city. State whether the city will be primary attorney's main client or one of several or one of many. State the current workload of the primary attorney and how that attorney intends to accommodate the city's work. State the location of the office from which the primary attorney will serve the city.

- E. Disclosure. Disclose any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or Bar Association investigation which involve the proposer as a party or in which the proposer has been judged guilty or liable or sanctioned. This is a mandatory disclosure.
- F. Cost. Proposals must state the following cost information:
 1. An hourly cost for services to be provided.
 2. Travel time cost, if any, including:
 - (a) Cost per hour of travel.
 - (b) Round trip travel time for one meeting located at Palmer City Hall, 231 W. Evergreen Avenue, Palmer, Alaska.
 3. Total annual cost to the city for 600 hours of legal services plus attendance at twenty-four four-hour council meetings and ten two-hour consultation meetings at City Hall. This cost is for purposes of comparison and is not a representation of actual legal services to be provided.

Attorney Fees:

Hourly Fee	Description	Total Fee
	600 Hours of Legal Services	\$
	24 Four-Hour Council Meetings	\$
	10 Two-Hour Consultations at City	\$
	10 Travel Time To and From City	\$
	50 Hours of Paralegal Services	\$
	Grand Total:	\$

See Section 5(A) of the Agreement that limits travel time fees.

- G. Municipal experience. List all municipalities for which the proposer has performed legal services in the last five years. Provide a short description of the services, the date performed, and the municipal contact person.
- H. References. Provide a minimum of five (5) references from similar clients, to include local government, state and/or private clients, for whom the proposer has performed legal services within the last three years. **Proposers are required to provide Attachment B, Reference Questionnaire, to the references they list. The references must submit the Reference Form directly to the Palmer city clerk by September 27, 2021.** It is the proposer’s responsibility to ensure that the completed forms are received by the city clerk on or before the proposal submission deadline for inclusion in the evaluation process. References that are not received, or are not complete, may affect the proposer’s evaluation score. The city may contact any or all references for validation of information submitted and other information.
- I. Local Preference. Does the primary attorney have a law office in the City (please provide a City Business License Number), live in the City, or within five (5) miles of City limits. Please provide proof of residency.

IV. PROPOSAL EVALUATION AND AWARD PROCESS

A. Proposals will be evaluated and scored on a 100 point scale based upon the following criteria.

Qualifications of Primary Attorney:	30	Based on criteria in III.B., better qualifications--higher score
Qualifications of Other Attorneys:	5	Based on criteria in III.B., better qualifications--higher score
Conflicts (may exclude proposer):	7	Based on III.C., more/greater conflicts—lower score

Availability:	7	Based on III.D., more available—higher score
Disclosure (may exclude proposer):	7	Based on III.E., negative disclosures—lower score
Cost:	20	Based on III.F., lower cost--higher score
Local Preference:	<u>4</u>	Based on III.I, full points awarded if local
Subtotal for initial selection:	80	
Council interview	<u>20</u>	Better demonstration of qualifications and ease of understanding for Council—higher score

Grand Total: 100

Proposals will be kept confidential until a contract is awarded, subject to law.

- B. The city may contact the references provided by the proposer; contact any proposer to clarify a response; contact current and/or prior clients; solicit information from any available source concerning any aspect of a proposal; and see and review any other information deemed pertinent to the evaluation process.
- C. After the proposals are received a panel of three (3) people will initially evaluate and score the proposals, select the top two to five proposals, and submit them to the council for review and interviews. The council will then review selected proposals and interview the selected proposers, provided the council may also review any or all non-selected proposals and interview any or all non-selected proposers. The council may re-evaluate and re-score any or all of the proposals.
- D. At the conclusion of proposal evaluations and interviews, the city council will determine its choice of the highest rated proposer. Any award is contingent upon the successful negotiation of final contract terms and upon approval by the city council. Negotiations shall be confidential and not subject to disclosure to competing proposers unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the city upon written notice to all selected proposers may negotiate a contract with the next highest scoring proposer or proposers or withdraw the RFP.

V. SUBMITTAL INSTRUCTIONS

A. RFP TIMELINE

TASK	DATE/TIME
Deadline for submission and opening of proposals	09/27/21 at 1:00 pm
Initial evaluation period	09/28/21 to 10/01/21
Council interview of selected proposers	10/05/21
Selection of attorney/firm	10/05/21
Commencement of services	01/01/2022

NOTE: These dates represent a tentative schedule of events. The city reserves the right to modify

these dates at any time, with appropriate notice to applicable proposers.

- B. Proposers shall submit one (1) original proposal marked "MASTER" and twelve (12) identical copies to: John Moosey, City Manager, City of Palmer, 231 W. Evergreen Avenue, Palmer, AK 99645.
- C. Proposals shall be clearly labeled in a sealed envelope or box as follows:

REQUEST FOR PROPOSAL: Legal Counsel Services
- D. Proposals must be received at the above-reference address no later than 1:00 pm on September 27, 2021. Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Proposers may submit their proposal at any time prior to the above stated deadline. Facsimile, email or telephone proposals will NOT be considered.
- E. Proposals may be modified by facsimile, email or written notice, provided such notice is received prior to the opening of the proposals. Proposers may transmit proposal modifications by facsimile or email at their own risk. Only changes in cost information (reduce or increase fee by \$X; reduce or increase total annual cost by \$Y) may be submitted by facsimile or email; do not send actual cost data via facsimile or email. The city will not be responsible for any error or failure in facsimile or email transmission or receipt.
- F. For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined in this RFP, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- G. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the RFP requirements, and on complete and clear content.
- H. The proposal must be signed by the individual legally authorized to bind the proposer.

VI. GENERAL TERMS, CONDITIONS AND EXCEPTIONS

- A. Performance of the proposer may be rated semi-annually for the first year following contract award and then annually for the term of the contract by the city council.
- B. The city reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the city to do so.
- C. The city reserves the right to waive informalities and minor irregularities in proposals received.
- D. The city reserves the right to reject any or all proposals received prior to contract award.
- E. The city shall not be obligated to accept the lowest priced proposal, but may make an award in the best interests of the city after all factors have been evaluated.
- F. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

- G. Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered. Proposers transmit proposal withdrawals by facsimile at their own risk. The city will not be responsible for any error or failure in facsimile transmission or receipt.
- H. Prices offered by proposers in their proposals are an irrevocable offer for the term of the contract, provided that the proposer may increase its hourly fee \$5 per year for each one-year extension the city chooses to exercise. The awarded proposer agrees to provide the services at the costs, rates and fees as set forth in its proposal in response to this RFP (plus any applicable \$5 per year increase noted above). No other costs, rates or fees shall be payable to the awarded proposer for implementation of their proposal.
- I. The city will not be liable for any costs incurred by a proposer to prepare its proposal. Costs to develop the proposals and any other such expenses incurred by the proposer in responding to the RFP are entirely the responsibility of the proposer and shall not be reimbursed in any manner by the city.
- J. All proposals submitted become the property of the city and will be returned only at the city's option and at the proposer's request and expense. The master copy of each proposal shall be retained for official files and will become public record after the award of the contract.
- K. The city will not be liable for federal, state or local excise taxes.
- L. Proposer's response to this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment A professional-services- agreement form and all terms and conditions therein, except such terms and conditions that the proposer expressly excludes, which must be written in ***bold, italicized, and underscored font***. Exceptions will be taken into consideration as part of the evaluation process.
- M. The city reserves the right to negotiate final contract terms with any proposer selected. The contract between the parties will consist of the RFP, including the professional services agreement form, together with any modifications thereto, and the awarded proposer's proposal, together with any modifications and clarifications thereto that are submitted at the request of the city during the evaluation and negotiation process.
- N. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the city in evaluation of the proposal. Any proposer misrepresentation may be treated as fraudulent concealment from the city of the true facts relating to the proposal.
- O. The city reserves the right to conduct a background inquiry of each proposer that may include collection of appropriate criminal history information, contractual and business associations and practices, Bar sanctions and reprimands, employment histories and reputation in the legal and business communities. By submitting a proposal to the city, the proposer consents to such an inquiry.
- P. All interested and qualified proposers will be considered, but not every proposer need be interviewed.
- Q. The city is an equal opportunity employer and complies with Title I of the American with Disabilities Act. Proposers who need accommodation to respond to this RFP may call the City Manager at 907-761-1317.

Attachment A: City of Palmer professional services agreement form.

Attachment B: Reference Questionnaire.

(End of RFP)

****SAMPLE****
PROFESSIONAL SERVICES AGREEMENT

THIS Agreement made and entered into this _____ day of _____, 2021 by and between the City of Palmer, an Alaska municipal corporation (the City), and _____ (Attorney).

Section 1. Engaged Employment of Attorney

The City hereby agrees to engage the Attorney and the Attorney hereby agrees to perform the services hereafter set forth.

Section 2. Attorney's Representations and Warranties, and Manner of Performance

- (A) Attorney hereby represents and warrants to the City, and the City relies upon said representations and warranties, that Attorney is a professional in the subject area in which services are to be provided and that Attorney has more than adequate experience, skill, knowledge, and competence to perform the services set forth in this Agreement.
- (B) Attorney accepts the relationship of trust and confidence between it and the City. Attorney covenants to perform its services under this Agreement with due diligence, due care, and in a good and professional manner.
- (C) Attorney agrees to be bound to the City for all attorney-client duties.

Section 3. Scope of Services

Attorney agrees to perform the following services for the City.

- (A) Serve as the legal advisor of and be responsible to the City Council, and advise the City Manager, and City Clerk concerning matters affecting City administration, as well as perform other duties as may be prescribed by the City Council.
- (B) Prepare legal documents such as ordinances, resolutions, contracts, conveyances, etc., and legal opinions as needed. Provide limited representation in court, negotiate on the City's behalf and handle other legal matters that may arise.
- (C) Be readily available for consultation by the City Council, City Manager, City Clerk, and City staff.
- (D) Draft opinion letters regarding, among other subjects, the interpretation of the Palmer Municipal Code and Charter, state and federal laws, and policies.
- (E) Perform other such duties as may be prescribed for the City Attorney by ordinance or by direction of the City Council and/or City Manager.
- (F) Must work effectively with the City Council, City Manager, City staff, and also with other public agencies with which the City has legal relations.

- (G) The City Attorney, or designee, is required to attend scheduled city council meetings; unless excused by City Council.

Section 4. Time of Performance

The services of the Attorney shall commence on January 1, 2022, for a term three years, two one-year extension options unilaterally available to the City. The period of performance may be extended for additional periods beyond five years only by the mutual written agreement of the parties. The agreement may be terminated at the convenience of the City at any time.

Section 5. Compensation

- (A) Subject to the provisions of this Agreement, the City shall pay the Attorney a total sum for all legal services, all non-secretarial paralegal services, approved third-party expenses, and all allowed travel time for the term of this Agreement in accordance with the following provisions:
 - (1) Hourly cost for services to be provided:
Attorneys: _____/Hour
Paralegals: _____/Hour
 - (2) No travel time shall be charged for two meetings per month. Travel time to and from Palmer may not exceed two hours total. Subject to the prior limitations, travel time may be charged at Attorney's normal travel time rate, but may not exceed one-third of Attorney's hourly fee.
- (B) Attorney may increase its hourly fee \$5.00 per year for each one-year extension the City chooses to exercise.
- (C) Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Attorney in connection with performance of Attorney's duties under this Agreement. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Attorney may incur in the performance of its obligations under this Agreement have already been included in computation of the Attorney's fee and may not be charged to the City.

Section 6. Method and Time of Payment

- (A) The City will compensate the Attorney in accordance with Section 5. Compensation, which compensation shall constitute the full and complete compensation for the Attorney's services and performance under this Agreement. Payments will be made on receipt of monthly billing.
- (B) No payment will be disbursed until approved by the City. The City Manager shall review Attorney's billings in a timely manner, and to request from the Attorney necessary explanations or additional documentation within fifteen (15) days of receipt of billing by the City. The City expects to pay within thirty-one (31) days of receipt of billing or receipt of requested explanations or documentation acceptable to the City, whichever is later.

Section 7. Termination of Agreement for Cause

If, through any cause, the Attorney shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Attorney shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Attorney of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material (to include without limitation data and information kept on computer, disk, video, tape, etc.) prepared by the Attorney arising out of or connected with this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination or upon request. The Attorney shall be entitled to receive compensation in accordance with the payment provisions of Section 5. Compensation of this Agreement only for work completed to the City's satisfaction in accordance with Section 5. Compensation of this Agreement and the other terms of this Agreement.

Section 8. Termination for Convenience of City

The City may terminate this Agreement at any time by giving written notice to the Attorney of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 7. Termination of Agreement for Cause are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. The Attorney shall be entitled to receive compensation in accordance with the payment provisions of Section 5. Compensation of this Agreement only for work completed to the City's satisfaction in accordance with Section 5. Compensation of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Attorney, Section 7. Termination of Agreement for Cause of this Agreement shall govern the rights and liabilities of the parties.

Section 9. Causes Beyond Control

In the event the Attorney is prevented by a cause or causes beyond control of the Attorney from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement, which will render the Attorney liable for damages or give rights to the cancellation of the Agreement for cause, provided that Attorney duly and timely notifies the City in writing of the cause or causes, which writing must be titled "Cause or Causes Beyond Control of Attorney." However, if and when such cause or causes cease to prevent performance, the Attorney shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Attorney and which prevent the performance of the Attorney: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Attorney from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Attorney and would not prevent another Attorney from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Attorney. Based on Attorney's "Cause or Causes Beyond Control of Attorney," the City will determine whether the event preventing the Attorney from performing is a cause beyond the Attorney's control.

Section 10. Modifications

- (A) The parties may mutually agree to modify the terms of the Agreement only by means of an agreement in writing signed by both parties. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

- (B) It is expressly understood that the City may require changes in the scope of services and an unreasonable refusal by the Attorney to agree to modification in the scope of services will be the basis for termination of the Agreement for cause.

Section 11. Equal Employment Opportunity

The Attorney will not discriminate against any employee or applicant for employment in violation of law, to include without limitation, because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam era. The Attorney shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Attorney agrees to post in conspicuous places in its office available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Attorney will, in all solicitations or advertisements for employees placed by or on behalf of the Attorney; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam era. The Attorney will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

Section 12. Interest of Members of City and Others

No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Non-Assignability

- (A) The Attorney shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Attorney from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Attorney shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to the Attorney.
- (B) The Attorney shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 14. Interest of Attorney

The Attorney covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Attorney further covenants that in the performance of this Agreement it shall not knowingly employ any person having any such interest and that it shall reasonably inquire of all its employees to determine that they have no such interest.

Section 15. Findings Confidential

Except as required by law, including court orders directing disclosure, any reports, information, data, etc., given to or prepared or assembled by the Attorney under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Attorney without the prior written approval of the City.

Section 16. Officials Not to Benefit

No members of the Congress of the United States and no resident commissioner shall be admitted to any share or part thereof or to any benefit to arise from this Agreement. No member of the legislature or officer of the state of Alaska or the City shall be admitted to any share or part hereof or to any benefit to arise from this Agreement.

Section 17. Publication, Reproduction and Use of Materials

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 18. Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, there shall be made available for examination all of Attorney's records with respect to all matters covered by this Agreement and Attorney will permit representatives of the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement. Except in case of emergency, Attorney must make such records available upon five (5) day's notice. In case of emergency, Attorney must make such records available immediately upon request. In performing such audits and investigations, the City and its representatives shall not unduly interfere with the ability of Attorney to perform his duties under this Agreement.

Section 19. Jurisdiction; Choice of Law

Any civil action arising from this Agreement shall be brought in the superior court for the third judicial district of the state of Alaska at Palmer. The law of the state of Alaska shall govern the rights and obligations of the parties.

Section 20. Non-Waiver

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every provision hereof.

Section 21. Permits, Laws and Taxes

The Attorney shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. In performing its obligations under this Agreement, Attorney shall comply with all applicable statutes, ordinances, rules and regulations. The Attorney shall pay all taxes pertaining to its performance under this Agreement.

Section 22. Relationship of the Parties

The Attorney shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Attorney's compliance with this Agreement but shall not supervise or otherwise direct the Attorney except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 23. Administration of this Agreement

- (A) The City Manager or designee will be the representative of the City administering this Agreement.
- (B) The services to be furnished by the Attorney shall be administered by the City Manager. In the event that Attorney is unable to serve for any reason to perform his obligations under this Agreement, the Attorney shall appoint a successor in interest but such appointment will be subject to a written approval of the City.

Section 24. Integration

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement; the following documents are incorporated by reference into this Agreement as if fully set forth herein:

Section 25. City Held Harmless

- (A) The Attorney shall indemnify, defend, save and hold harmless from any lawsuit, action, claim or liability, including reasonable attorney's fees and costs, arising out of or related to any wrongful or negligent act, error or omission of the Attorney or any sub-Attorney as a result of the Attorney's or any sub-Attorney's performance pursuant to this Agreement.
- (B) The Attorney shall not indemnify, defend, save and hold the City harmless from any lawsuit, action, claim or liability, including reasonable attorney's fees and costs, arising out of wrongful or negligent acts, errors or omissions solely of the City occurring during the course of or as a result of the performance of this Agreement.
- (C) Where lawsuits, actions, claims or liability, including reasonable attorney's fees and costs, arise out of wrongful or negligent acts of both the Attorney and the City occurring as a result of the performance of this Agreement, the Attorney shall indemnify, defend, save and hold the City harmless from only that portion of the lawsuit, action, claim or liability, including reasonable attorney's fees and costs, arising out of or related to any wrongful or negligent act,

error or omission of the Attorney or any sub-Attorney as a result of the Attorney's or any sub-Attorney's performance pursuant to this Agreement.

Section 26. Interpretation and Enforcement

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 27. Attorney Insurance

- (A) The Attorney will maintain during the course of the contract attorney's errors and omissions insurance in the amount of at least \$1,000,000 per claim and \$2,000,000 aggregate, with a deductible no greater than \$25,000. In addition, the policy is a claims-made policy; the Attorney must maintain such policy of insurance after the termination of the contract for a period of six years or alternatively obtain an extended reporting endorsement (tail coverage) for six years after the termination providing the same coverage, or a combination of the two. Attorney shall annually provide the City with a certificate of insurance for errors and omissions insurance from attorney's insurance company showing the then-current coverage limits (including extended reporting endorsement, if applicable).
- (B) The Attorney will, at its own expense, secure and maintain and will file with the City the following proper and acceptable insurance coverage, including defense and indemnification of the City. The insurance coverage will be secured with an insurance company acceptable to the City.
- (1) Crime Insurance Coverage: Limit \$1,000,000 endorsed to include third party coverage for the City of Palmer.
 - (2) Comprehensive General Liability or Commercial General Liability Coverage: Limit \$1,000,000 per claim and \$2,000,000 aggregate Bodily Injury and Property Damage, combined Single Limit. Coverage to include:
 - Premises Operation
 - Products/Completed Operations
 - Independent Contractors
 - Blanket Contractual
 - Broad Form Property Damage
 - Personal Injury with Exclusion "C" deleted
 - (3) Professional Liability: Limit \$2,000,000.
 - (4) Worker's Compensation Insurance in compliance with the laws of the state of Alaska, AS 23.30, et. seq., and federal jurisdiction where the work is being performed, covering all employees engaged in the performance of the work specified in this Agreement. Employer's liability limits shall be: \$100,000 each accident; \$500,000 disease--policy limit; and \$100,000 disease--each employee.
 - (5) Comprehensive Automobile Liability: Limit \$1,000,000 Bodily Injury and Property Damage, Combined Single Limit. Coverage to include all vehicles driven by employees engaged in the performance of the work specified in this Agreement.

- (6) Unemployment Insurance by payment of employment security taxes for all employees hired by the Attorney to work on this project. In the event of the Attorney's failure to pay such taxes, the City will withhold an amount sufficient to pay such taxes from any payments owed to the Attorney by the City. The City also reserves the right to contact the Alaska State Department of Labor, in order to determine whether unemployment security taxes have been paid by the Attorney. The City further reserves the right to withhold that portion of employment security taxes owed to any employees pending notification of the Attorney's unemployment security tax clearance from the Alaska State Department of Labor.
- (7) Cyber Liability: Limit \$1,000,000 endorsed to include third party coverage for the City of Palmer.
- (C) A lapse in insurance coverage is a material breach of this Agreement, which may result in immediate termination of the Agreement, pursuant to Section 7. Termination of Agreement for Cause.
- (D) Each policy of insurance required by this section shall provide for no less than 30 days' advance notice to the City prior to cancellation. Each policy (other than for worker's compensation) shall name the City as an additional insured. Each policy shall be endorsed to waive all rights of subrogation against the City by reason of any payment made for claims under the above coverage. Attorney's insurance coverage shall be primary to any coverage carried by the City, which may cover the work specified in this Agreement. Attorney's insurance carrier must be an admitted carrier in the State of Alaska or must be **best rated A+7** or better.

Section 28. Understanding

The Attorney acknowledges that the Attorney has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of its choice, and is executing this Agreement of his own free will.

Section 29. Severability

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 30. Compliance with Law

Attorney shall comply with all applicable Federal, State of Alaska and City laws, regulations, and ordinances in performing his duties hereunder.

Section 31. Notices

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

City: City Manager
 City of Palmer
 231 W. Evergreen Ave.
 Palmer, AK 99645

Attorney:

CITY OF PALMER

ATTORNEY:

John Moosey, City Manager



CITY OF PALMER

231 West Evergreen Avenue
Palmer, Alaska 99645
Phone (907) 745-3271
Fax (907) 745-0930
www.palmerak.org

REFERENCE QUESTIONNAIRE FOR:

(Name of attorney or law firm requesting reference)

Regarding City of Palmer Request for Proposals for General Counsel Legal Services

This form is being submitted to you for completion as a reference for the attorney or law firm listed above. Please return this form to John Moosey, City Manager, at the above address but marked "Confidential", **no later than September 27, 2021 at 1:00 pm**. The completed form **must not** be returned to the attorney or firm requesting the reference. Thank you.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position:	
Contact telephone number:	
Contact email:	

QUESTIONS

1. In what capacity have you worked with this attorney or law firm in the past?

2. How would you rate this attorney's or law firm's knowledge and experience? _____
(3=Excellent; 2=Satisfactory; 1= Unsatisfactory)
Comments:

3. How would you rate this attorney's or law firm's responsiveness to timelines? _____
(3=Excellent; 2=Satisfactory; 1= Unsatisfactory)
Comments:

4. What is your level of satisfaction with written materials produced by the attorney or law firm? _____
(3=Excellent; 2=Satisfactory; 1= Unsatisfactory)
Comments:

5. How would you rate the dynamics/interaction between the attorney or firm and your staff? _____
(3=Excellent; 2=Satisfactory; 1= Unsatisfactory)
Comments:

6. Who were the firm's principal attorneys involved in your project and how would you rate them individually? _____
(3=Excellent; 2=Satisfactory; 1= Unsatisfactory)

Name: _____

Rating: _____

Name: _____

Rating: _____

Name: _____

Rating: _____

Name: _____

Rating: _____

Comments:

7. With which aspect(s) of this attorney or law firm's services are you most satisfied?

Comments:

8. With which aspect(s) of this attorney or firm's services were you least satisfied?

Comments:

9. Would you recommend this attorney or firm's services to your organization again?

Comments:

**City of Palmer
Action Memorandum No. 21-049**

Subject: Authorize the City Manager to Execute an Agricultural Lease with Country Garden Farms LLC for a Parcel of Land Containing Approximately 5.44 Acres of Airport Land Described as Lots 1, 2, 3, 4 & 5 Mohan Subdivision Located on Outer Springer Loop.

Agenda of: August 24, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: Frank Kelly, Airport Superintendent

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ 544.00

This legislation (√):

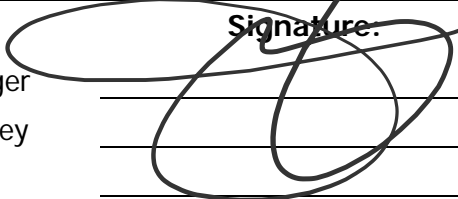
- Creates revenue in the amount of: \$ 544.00
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 03-00-00-3432
- Not budgeted _____

Director of Finance Signature: 

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u></u>	_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. Draft PMA AG Lease No. 21-001 Country Garden Farms LLC
2. Country Garden farms LLC Identity Documents

Summary Statement/Background:

Country Garden Farms LLC would like to lease 5.44 acres of land from the Palmer Municipal Airport known as Lots 1, 2, 3, 4, and 5 of Mohan Subdivision. This property has recently become available as our previous Lessee Mr. Robert Shumaker has given up his lease earlier in the year due to medical reasons.

It is the intent of Country Garden Farms LLC to cultivate sod on this parcel as part of their normal operations farther down the Springer system. A commercially viable Sod field takes some time to establish, so Bill Longbrake has requested a 5-year renewal option to be able to fully recapture upfront costs associated with the development. Bill Longbrake and Country Garden Farms LLC is a longtime valley farmer with a very stable operation. The proposed sod field is completely compatible with airport operations.

The well on the property adds value to this agricultural lease and is useful for Country Garden Farms LLC.

Administration's Recommendation:

Approve Action Memorandum No. 21-049.



City of Palmer
231 West Evergreen Avenue
Palmer, AK 99645
907-745-3271

**PALMER MUNICIPAL AIRPORT
AGRICULTURAL LEASE AGREEMENT No. 21-001**

This LEASE AGREEMENT is made and entered into this _____ (date), by and between the City of Palmer, a municipal corporation organized and existing under its charter and the laws of the State of Alaska, hereinafter referred to as the "Lessor", and between Country Garden Farms, LLC, hereinafter "Lessee".

1. Property. The property leased hereby is described as follows: Lots 1, 2, 3, 4 and 5, Mohan Subdivision, containing 5.44 acres, as illustrated in Exhibit A attached hereto and incorporated herein.

2. Rent. The Lessee shall pay to the Lessor as rent during the term hereof the sum \$544.00 per year, payable annually in advance without demand, beginning December 31, 2021, and continuing on the same day of each and every year thereafter during the term of the lease at the office of the Lessor set forth in Section 19 or at such other place as the Lessor may designate in writing. (Rent is derived as follows: \$100.00 per acre per year X 5.44 acres).

3. Term. The term of the lease shall be for a period of 5 years, commencing on the 1st day of September 2021 (the "Commencement Date") and ending on the 31st day of December 2026, subject to the terms of provisions hereof. Provided Lessee fully and faithfully performs all of the covenants and conditions contained herein for the term of the Lease, Lessor may approve an additional period of 5 years at the expiration of this Lease so that the total number of years available to Lessee is 10 years. If Lessor approves an additional period of 5 years, the rental rate will increase by 10% or \$110.00 per acre as follows (\$110.00 per acre X 5.44 acres = \$598.40 annually)

4. Use of Property. The Property shall be used only for **the growing and harvesting of agricultural products, turf or hay, which are not in nature, considered bird attractants. If under the sole opinion of the City of Palmer, said crops result in a bird attractant and are detrimental to Palmer Municipal Airport and aviation activities, at Lessees expense, Lessee will till agricultural crops under within seven (7) days written notice. Lessee understands that No appeal of this decision is possible.** The Property shall not be used for any other purpose.

5. Operations on Property. All operations conducted on the Property by the Lessee as incidents of use specified in paragraph 4 of this lease shall be conducted by the Lessee in accordance with the best course of agricultural stewardship practiced. Should the Lessee fail to take any action required by said best course of agricultural stewardship or should the Lessee fail to conduct any operation undertaken by him on the Property in accordance with said best course of agricultural stewardship, the Lessor may, after serving ten (10) days written notice of such failure on the Lessee in the manner provided for service of notices in this lease, terminate this lease.

6. Waste or Nuisance. The Lessee shall not commit or permit the commission by others any waste, petroleum products, or the release of any hazardous material on the Property; the Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Property; and the Lessee shall not use or permit the use of the Property for any unlawful purpose. The Lessee shall not maintain any equipment or conduct any repairs on the Property.

7. Insurance Hazards. The Lessee shall not commit or permit the commission of any hazardous acts on the Property nor use or permit the use of the Property in any manner that will increase the existing rates for or cause the cancellation of any insurance policy insuring the Property. The Lessee shall, at his own cost and expense, comply with any and all requirements of Lessor's insurance carriers necessary for the continued maintenance at reasonable rates of reasonable insurance on the Property.

8. Maintenance. The Lessee shall, at his own cost and expense, keep and maintain the Property in good order and in as safe and clean a condition as they were when received by him from the Lessor.

9. Alterations and Liens. The Lessee shall not make or permit any other person to make any alterations to the Property or to any improvement thereon or facility appurtenant thereto without the written consent of the Lessor first had and obtained. The Lessee shall keep the premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon at the instance or request of Lessee.

10. Inspection by Lessor. The Lessee shall permit the Lessor or Lessor's agents, representatives, or employees to enter the Property at all times for the purpose of inspecting the Property to determine whether the Lessee is complying with the terms of this lease and for the purpose of doing other lawful acts that may be necessary to protect the Lessor's interest in the Property.

11. Acceptance by Lessee. The Lessee accepts the Property in its present condition. The Lessee agrees with, and represents to the Lessor, that the Property has been inspected by him and that he has been assured by means independent of the Lessor or any agent of the Lessor of the truth of all facts material to this lease and that the Property is being leased by the Lessee as a result of his inspection and investigation and not as a result of any representations made by the Lessor or any agent of the Lessor.

12. Hold Harmless. The Lessee agrees to indemnify, defend, and hold the Lessor and the Property free and harmless from any and all claims, liability, loss, damage, or expense resulting from the Lessee's occupation and use of the Property, specifically including without limitations any claim, liability, loss, or damage arising:

(a) By reason of the injury to person or property, from whatever cause, while in or on the Property or in any way connected with the property or with the personal property in or on the Property including any liability for injury to the persons or personal property of the Lessee, his agents, officers, or employees:

(b) By reason of any work performed on the Property or materials furnished to the Property at the instance or request of the Lessee, his agents, or employee:

(c) By reason of the Lessee's failure to perform any provision of this lease

Or to comply with any requirement imposed on him or on the Property by any duly authorized governmental agency or political Subdivisions; Because of the Lessee's failure or inability to pay as they become due any obligations incurred by him in the agricultural operations to be conducted by him on the Property.

Subleasing and Assigning. The Lessee shall not encumber, assign, sublet, or otherwise transfer this lease, any right or interest in this lease, or any right or interest in the Property, and any such transfer, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this lease. Neither shall the Lessee allow any other persons, other than the Lessee's agents, family, and employees, to use the Property or any part thereof.

13. Abandonment by Lessee. Should the Lessee breach any provision of this lease or abandon the Property prior to the natural termination of the term of this lease, the Lessor may:

(a) Continue this lease in effect by not terminating the Lessee's right to possession of the Property, in which event the Lessor shall be entitled to enforce all his rights and remedies under this lease, including the right to recover the rent specified in this lease as it becomes due under this lease: or

(b) Terminate this lease and recover from the Lessee:

(1) All rents that would come due under this lease;

(2) Any other amounts necessary to compensate the Lessor for all detriment proximately caused by the Lessee's failure to perform his obligations under this lease.

14. Default by Lessee. All covenants and agreements contained in this lease are declared to be conditions to this lease and to the term hereby demised to the Lessee. Should the Lessee default in the performance of any covenant, condition, or agreement contained in this lease the Lessor may terminate this lease and re-enter and regain possession of the Property in the manner then provided by the laws of unlawful detainer of the State of Alaska then in effect.

15. Insolvency of Lessee. The insolvency of the Lessee as evidenced by a receiver being appointed to take possession of all substantially all of the property of the Lessee, the making of a general assignment for the benefit of creditors by the Lessee, or the adjudication of the Lessee as a bankrupt under the Federal Bankruptcy Act shall terminate this lease and entitle the Lessor to reenter and regain possession of the Property.

16. Attorney's Fees. Should any litigation be commenced between the parties to this lease concerning the Property, this lease, or the rights and duties in relation thereto, the Lessor shall be entitled to reasonable attorney fees pursuant to Alaska Rule of Civil Procedure 82.

17. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Lessee or to the Lessor at their below specified addresses. Either party, the Lessee, or the Lessor, may change their address for the purpose of this paragraph by giving written notice of such change to the party in the manner provided in this paragraph.

Lessor's address:

City Manager, City of Palmer
231W. Evergreen Ave.
Palmer, AK 99645

Lessee's address:

Country Garden Farms, LLC
1201 S. Grover Lane
Palmer, AK. 99645

18. Heirs and Successors. This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing in this paragraph contained shall be construed as a consent by the Lessor to any assignment of this lease or any interest therein by the Lessee.

19. Miscellaneous.

(a) This instrument contains all of the agreements and conditions made between the parties to this lease and may not be modified orally or in any other manner than by an agreement in writing signed by all parties to this lease or their respective successors in interest, or assigns.

(b) Time is of the essence of each term and provision of this lease.

(c) The titles of the paragraphs of this lease shall not be considered to be part of the lease for purposes of construction and interpretation.

(d) If any terms or provisions of this lease or the application thereof to any person or circumstance shall to any extent be invalid or Unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

20. Waiver. The waiver of any breach or any of the provisions of this lease by the Lessor shall not constitute a continuing waiver or a waiver of any subsequent breach by the Lessee either of the same or of another provision of this lease.

21. Cancellation/Reduction. Any mortgage or statute notwithstanding, Lessor may cancel this lease at any time between and including November 1 and March 31 by so notifying Lessee and

paying Lessee an amount equal to one-fourth (1/4) of the rent paid by Lessee for the previous year. Lessor may cancel the lease at any time between and including April 1 and October 31 by so notifying Lessee and paying Lessee an amount equal to (a) one-fourth (1/4) the previous year's rent payment plus (b) one and 2/10 (1.2) times the price of the fertilizer spread (if any) on the Property for the then current growing season, minus (c) 75/100 (.75) times (b), if the first hay crop has been removed. Lessor may exercise these rights to cancel the lease or reduce acreage with or without cause. In addition to Lessor's right to cancel, from time-to-time Lessor may reduce the acreage. The above formula shall be used on a prorated basis for such reductions in acreage.

22. Lessee shall, each year this agreement is in effect, give notice in writing on or before January 30th that he intends to operate and harvest the crop according to the agreement. Failure to do so shall be termination of the agreement and the Lessor may immediately seek a new tenant.

LESSOR: CITY OF PALMER

BY: _____
John Moosey, City Manager

DATE: _____

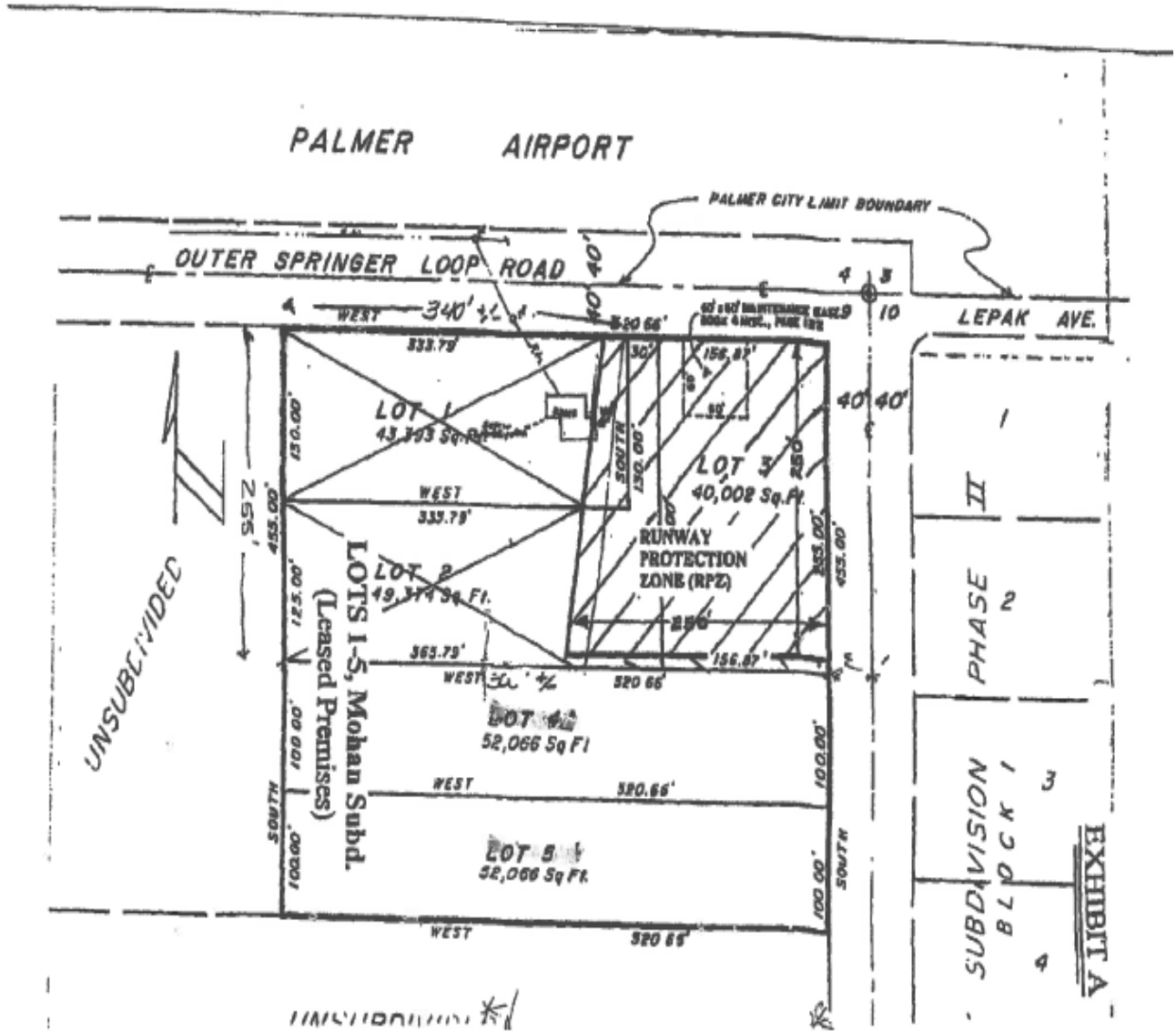
LESSEE: Country Garden Farms, LLC

BY: _____
Bill and Rae Ann Longbrake Living Trust, dated November 27, 2018
William E. Longbrake, Trustee

DATE: _____

EXHIBIT A

Lots 1, 2, 3, 4, and 5 Mohan Subdivision





State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

Country Garden Farms, LLC



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective December 05, 2018.

Julie Anderson
Commissioner



THE STATE
of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

FOR DIVISION USE ONLY

Domestic Limited Liability Company

2020 Biennial Report
For the period ending December 31, 2019

Web-12/30/2019 11:53:58 AM

Due Date: This report along with its fees are due by January 2, 2020

Fees: If postmarked before February 2, 2020, the fee is \$100.00.
If postmarked on or after February 2, 2020 then this report is delinquent and the fee is \$137.50.

Entity Name: Country Garden Farms, LLC
Entity Number: 10095648
Home Country: UNITED STATES
Home State/Prov.: ALASKA
Physical Address: 1201 South Grover Lane, Palmer, AK 99645
Mailing Address: 1201 S. GROVER LANE, PALMER, AK 99645

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: William Longbrake
Physical Address: 1201 S. GROVER LANE, PALMER, AK 99645
Mailing Address: 1201 S. GROVER LANE, PALMER, AK 99645

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Member
Bill and Rae Ann Longbrake Living Trust, dated November 27, 2018	1201 S. GROVER LANE, PALMER, AK 99645	100.00	X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

Purpose: Any lawful.

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means

Certification of Trust for the Bill and Rae Ann Longbrake Living Trust dated November 27, 2018

This Certification of Trust is signed by all the currently acting Trustees of the Bill and Rae Ann Longbrake Living Trust, dated November 27, 2018, who declare as follows:

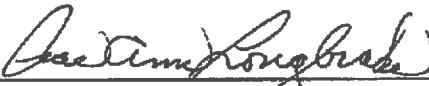
1. The Grantors are William E. Longbrake and Rae Ann Longbrake. The trust is revocable by the Grantors, acting jointly and not separately.
2. The Trustees of the trust are William E. Longbrake and Rae Ann Longbrake. The signature of one Trustee is sufficient to exercise the powers of the Trustee.
3. The tax identification number of the trust is the Social Security Number of either William E. Longbrake or Rae Ann Longbrake.
4. Title to assets held in the trust shall be titled as:

**William E. Longbrake and Rae Ann Longbrake, Trustees of the
Bill and Rae Ann Longbrake Living Trust, dated November 27,
2018, and any amendments.**
5. Any alternative description shall be effective to title assets in the name of the trust or to designate the trust as a beneficiary if the description includes any appropriate reference to the trust.
6. Excerpts from the trust agreement that establish the trust, designate the Trustees and set forth the powers of the Trustees will be provided upon request. The powers of the Trustees include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage and deal with real and personal property interests. The other provisions of the trust are of a personal nature related to the distribution of property. They do not modify the powers of the Trustees.
7. The terms of the trust agreement provide that a third party may rely upon this Certification of Trust as evidence of the existence of the trust and is specifically relieved of any obligation to inquire into the terms of this agreement or the authority of my Trustees, or to see to the application that the Trustees make of funds or other property received by the Trustees.
8. The trust is currently in full force and effect and has not been revoked, modified or amended in any way that would cause the representations in this Certification of Trust to be incorrect.

9. The signatories of this Certification are currently the acting Trustees of the trust and declare that the foregoing statements and the attached trust provisions are true and correct, under penalty of perjury.
10. Pursuant to AS 13.36.079(h), a person making a demand for the trust instrument in addition to a certification of trust or excerpts from the trust instrument is liable to the state for a civil penalty not to exceed \$1,000.00, plus the actual damages associated with the demand for the trust instrument, if a court determines that the person did not act in good faith in demanding the trust instrument.



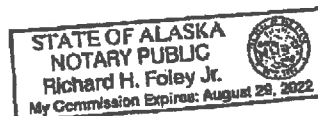
William E. Longbrake, Trustee




Rae Ann Longbrake, Trustee

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

This instrument was acknowledged before me on November 27, 2018, by William E. Longbrake, as Trustee, and by Rae Ann Longbrake, as Trustee.





Richard H. Foley, Jr.
Notary Public in and for Alaska
My commission expires: August 29, 2022

**City of Palmer
Action Memorandum No. 21-050**

Subject: Authorize the City Manager to Execute a Contract Addendum with HDL Engineering Consultants, LLC in the amount of \$379,837.00 for the Work associated with the 2021 Taxiway (N) November Design Project after funding is received by a new FAA Grant at 100%.

Agenda of: August 24, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: Frank J. Kelly, Airport Superintendent

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ 379,837.00

This legislation (√):

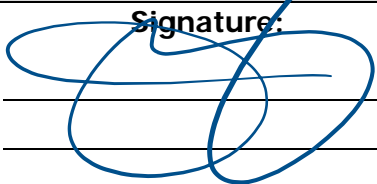
- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 379,837.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted 30-03-10-7137 FAA Taxiway (N) November Design Grant

Director of Finance Signature: 

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u></u>	_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. HDL Engineering Consultants Taxiway (N) November Proposal Dated April 28, 2021

Summary Statement/Background:

Currently, the airport has leased out all lease lots available that are suitable for larger aircraft, additional lease lots are available south of Runway 10/28, but they are not accessible from the airfield. There are no parcels available for small aircraft on the north half of the airfield and if there were, these lots are too small and lack taxiway/taxilane access that will support DG II and larger aircraft. The City has potential tenants in line for leasing lots adjacent to Taxiway N. Taxiway N will provide access to these lots between Runway 10/28 and Taxiway A.

This contract addendum with HDL Engineering Consultants will fund the design work for Taxiway (N) November and the associated interlinks as well as north of Runway 10/28 where tenants are restricted by weight limitations on Taxiway B which was constructed for small aircraft. The extension of Taxiway J to Taxiway A is the most cost-effective solution to remove the weight limitations for the hangar area north of Runway 10/28.

The construction of Taxiway (N) November will also add impervious surface and therefore may contribute to additional storm water runoff. Since runoff leaving the airport has contributed to localize flooding in recent years, and the Taxiway N project is anticipated to increase runoff, the design and construction of a storm water management system is necessary to have a complete and viable taxiway project.

The project will continue the ongoing efforts to remove tree obstructions from the Runway 10/28 transitional surface and utilize excess materials to re-grade the area between Taxiway A and Aprons A, B, C, and D to meet taxiway safety and object free area grading criteria.

Once the anticipated FAA grant funding is awarded, the City will be reimbursed all of this upfront costs of approximately \$45,016.25. All FAA grants awarded in 2021 are funded at 100% with no sponsor match required.

Administration's Recommendation:

Approve Action Memorandum No. 21-050.

April 28, 2021

Frank Kelly, Airport Superintendent
 Chris Nall, Public Works Director
 City of Palmer
 231 W. Evergreen Avenue
 Palmer, Alaska 99645

RE: Proposed Scope and Budget
 Proposal #16-01 PAQ – Task 15 Engineering Services for Construct Taxiway N

Gentlemen:

HDL Engineering Consultants (HDL) is pleased to present this proposal to the City of Palmer (City) for engineering services for the construction of Taxiway N and associated improvements at the Warren “Bud” Woods Palmer Municipal Airport.

Anticipated project components include:

1. Construct Taxiway N from Runway 10 to Taxiway A, to include constructing interlink Taxiway L, installing medium intensity LED taxiway edge lights (MITL-LED), replacing the pilot controls for airfield lighting circuits, installing eight illuminated signs, and constructing an access road from the fire department training center to Taxiway N.
2. Extend and realign Taxiway J to connect to the end of Runway 10 and to Taxiway A, to include installing MITL-LED and upgrading existing taxiway edge lights to MITL-LED, and installing five illuminated signs.
3. Remove Taxiway B from the west end to Taxiway A.
4. Regrade the infield adjacent to Aprons A through D.
5. Install a 40,000 square foot (SF) underground storm water disposal system near the south end of the airport and regrade the surface to a smooth, maintainable slope.
6. Remove trees from the Runway 10/28 transitional surface south of the runway and grade to a smooth, maintainable surface.

SCOPE OF WORK

TASK 15.1—SURVEYING AND MAPPING

HDL will perform a detailed field survey to map all existing planimetric and topographic features for design.

Survey Control: HDL will verify the existing airport control monuments established for the previous projects, and will add new control monuments as needed to facilitate the survey and construction. The existing local coordinate system will be used for the design of this project to synchronize with previous work. We will prepare a survey control drawing for use in the plan set that details all recovered and set monuments to be used for construction.

Topographic Design Survey: Prior to the field work, the scope of work will be reviewed relative to existing survey information. Detailed instructions and survey limits will be provided to our field crews. Our field crews will gather topographic features, improvements, drainage

Anchorage Mat-Su	3335 Arctic Boulevard, Suite 100, Anchorage, Alaska 99503 202 West Elmwood Avenue, Palmer, Alaska 99645	907.564.2120 907.746.5230
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CIVIL
ENGINEERING

GEOTECHNICAL
ENGINEERING

TRANSPORTATION
ENGINEERING

ENVIRONMENTAL
SERVICES

PLANNING

SURVEYING
& MAPPING

CONSTRUCTION
ADMINISTRATION

MATERIAL
TESTING

REAL ESTATE
SERVICES

and utilities information within the survey limits. Data will be gathered by taking cross sections every 50 feet within the survey limits, and include existing pavement and other improvements as well as drainage features outside the limits that may affect design. We will locate the newly constructed buildings and hangars adjacent to the survey area as directed by our designers, as well as the pavement leading to and from these buildings that connect to the paved areas within the survey limits. We will contact utility companies and the City to verify the existence of any facilities in the project area that should be surveyed, and we will field locate new or not-shown facilities as directed. The data from the field survey will be reduced and mapped in Civil 3D, including a Triangulated Irregular Network (TIN) surface model to facilitate design. Detailed field notes and photos will be taken of all items surveyed and mapped.

Survey Quality Control/Quality Assurance. All survey work products will receive internal independent quality control reviews and quality assurance checks. Upon completion of the draft work product, a second licensed surveyor will review the survey calculations and data prior to a final quality assurance review. A survey field report and electronic check of all the data will be prepared.

Final Survey Deliverables. Final deliverables to our in-house designers will include the survey control drawing, the topographic/planimetric base drawing, survey check report, copies of the field notes, indexed photographs, and a survey report. If requested, copies will also be provided to the City.

TASK 15.2—GEOTECHNICAL EVALUATION

HDL will conduct a geotechnical evaluation of the subsurface conditions along the proposed Taxiway N alignment, Taxiway J extensions, portion of Taxiway B to be removed, infiltration basin, and construction access road in accordance with AC 150/5320-6F, as modified for the specific needs of this project.

Geotechnical Exploration. The subsurface exploration will include geotechnical borings, infiltration testing, and laboratory testing. An experienced HDL engineering assistant will be on-site during drilling to evaluate the subsurface conditions, collect samples, observe drill rig operations, and conduct percolation testing.

Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5320-6F recommends borings performed for the evaluation of runways and taxiways should be spaced at approximately 200-foot intervals and alternate between centerline, left of centerline, and right of centerline for the entire length of the proposed improvement areas.

The following borings will be performed:

- Twelve (12) borings will be conducted along the proposed Taxiway N alignment to a depth of 10 feet below the existing ground surface (bgs).
- Three (3) borings will be conducted along the proposed Taxiway J extensions to 10 feet bgs.
- Four (4) borings will be conducted along Taxiway B to 4 feet bgs to evaluate the existing embankment materials for reuse.

- Two (2) borings will be conducted along the proposed construction access road to 5 feet bgs.
- Three (3) borings will be conducted near the proposed infiltration basin to 15 feet bgs to perform percolation testing at/below the anticipated depth of the infiltration gallery.

Borings will be located in the field using a GIS-enabled tablet and Trimble GNSS receiver.

Borings performed in unpaved areas will be drilled using hollow stem augers and samples will be collected using Modified Penetration Testing (MPT) techniques. Samples will be collected at 2.5-foot intervals and returned to HDL's laboratory for testing.

Borings performed in paved areas will use a modified procedure to limit disturbance to the pavement. A 6-inch diameter hole will be cut in the asphalt prior to drilling to provide a clean hole for sampling. A 24-inch sample will be collected at the top of the base course using a 3-inch diameter split spoon using the MPT procedure. An additional 24-inch sample will be collected by driving a split spoon through the existing hole from approximately 2 feet to 4 feet bgs.

We anticipate the proposed drilling will be completed in three (3) days. The drill rig will be equipped with an FAA-approved flag marker on the mast and our field crew will follow necessary safety precautions.

Samples will be split by layers, bagged, and labeled with the project name, date sampled, boring number, sample number, and depth. Select samples collected during the drilling will be analyzed in our laboratory for moisture content, organic content, grain size distribution, and percent passing No. 200 sieve. Particular attention will be paid to the organic content and frost susceptibility of the soils.

Boreholes performed in unpaved areas will be backfilled with cuttings and any remaining material will be spread thin on the site. Boreholes performed in paved areas will be backfilled with granular material and compacted to assure the surface patch does not settle and create a pothole. Asphalt cold patch will be used to match the existing surface and provide a relatively smooth surface for aircraft. Photographs will be taken of the backfilled and patched holes to document the conditions post-drilling.

Analysis and Reporting. Results of our evaluation and recommendations will be provided in a report detailing the geotechnical data and our interpretation of the subsurface conditions encountered. The report will provide geotechnical recommendations for construction, pavement, structural sections, and reuse of existing materials. The report will include a boring location map, logs of the borings conducted, results of the laboratory testing, and percolation test results.

TASK 15.3—ENGINEER’S DESIGN REPORT

Per FAA Order 5100-38D, the Engineer’s Design Report (EDR) will document the existing conditions, identify the design criteria, summarize the geotechnical evaluation and pavement recommendations, evaluate project alternatives and costs, and provide a recommended alternative with approximately 35 percent complete drawings and cost estimate. We anticipate the alternatives considered will be the build and no-build alternatives.

We will perform the airfield pavement design analysis using FAARFIELD and AC 150/5320-6F and will provide the City with a Pavement Classification Number (PCN). We will also perform hydrologic analysis of the portion of the airport that drains to the southeast corner to determine the anticipated storm water runoff rate and quantity for sizing the proposed infiltration system. We will prepare a brief memo to document our findings and support the infiltration system design.

For the EDR cost estimate, we will compute estimated quantities and use historical bid prices for similar work at PAQ, Wasilla Municipal Airport, and Merrill Field Airport, as well as other recent public works projects in Palmer. The unit prices will be adjusted for current bidding conditions and engineering judgement.

The draft EDR, preliminary plans, and cost estimate will be submitted to the City for review. All written EDR review comments will be documented and addressed, and a record of adjudication will be provided with the final, sealed EDR.

TASK 15.4—CONSTRUCTION SAFETY & PHASING PLAN

HDL will prepare a Construction Safety & Phasing Plan (CSPP) per AC 150/5370-2. The CSPP will include drawings depicting limits of work, construction sequencing, haul routes, runway and taxiway safety areas, utilities, disposal areas, stockpile areas, staging areas, and temporary operational areas. Specifications will address contractor communication requirements; construction safety meetings, schedule limitations, and requirements; and lines of authority and organization between the City, HDL, the contractor, and FAA.

The draft CSPP will be submitted to the City with the draft EDR. We will incorporate and document changes based on the City’s comments and then submit the draft CSPP to FAA for their approval. HDL will incorporate any FAA comments into the final CSPP.

TASK 15.5—PUBLIC INVOLVEMENT

Stakeholder communication during the design process will be maintained through articles in the airport’s quarterly email newsletter to provide updates on the design and schedule. Once the design is approximately 65% complete, stakeholders will be invited to a public meeting where we will present the project and hear from users their thoughts on how impacts can be minimized. Stakeholder concerns will be documented and discussed with the City.

TASK 15.6—PLANS, SPECIFICATIONS & ESTIMATE

After completion of the EDR, HDL will advance the plans, specifications, and construction cost estimate (PS&E) towards bid-ready documents. Three steps are anticipated: Step 1 - 65 percent; Step 2 - 95 percent; and Step 3 - bid-ready. The design and deliverables will comply with FAA Advisory Circulars for airport improvement projects. Plans will

be prepared utilizing AutoCAD Civil 3D 2019 for drafting, and deliverables will be in a single hardcopy and as Adobe PDF electronic files ready for printing.

The 65 percent design documents will include the draft PS&E for the preferred alternative, as well as any temporary construction necessary for the CSPP. The documents will be sufficiently complete to fully identify the construction elements and limits, and will be submitted for the City's review and comment. The cost estimate for each of the six major project components will be calculated and presented separately to allow the City to identify the combination of improvements to forward as a base bid, as well as any additive alternates to include in the final bid package.

Upon receipt of any comments, the design will be advanced to the 95 percent level by adding the details of construction and contractor instructions to clearly describe what is expected and how payment is made for the work elements. The 95 percent package will be submitted for the City's review and comment and, after a brief City review, for FAA review and comment.

Upon receipt of comments from the City and FAA, any final revisions will be made and bid-ready documents produced and delivered to the City for on-line distribution.

Plans: The plan set will be developed following the drafting standards that we have developed for the City and have used on many FAA-funded projects. It will include sheets for overall project layout, survey control, typical sections, plans and profiles, marking plans, details, demolition and restoration, cross sections, and miscellaneous other information as needed.

Specifications: The specifications will utilize the City's standard bidding and general contract provisions and State of Alaska Standard Specifications for Airports. Deviations from standard specifications or FAA design criteria will be summarized in a "Modifications to Standards" memorandum, submitted with the specifications.

Estimate: The construction cost estimate will be refined and revised at each submittal phase to account for updates in bid items, quantities, and bid prices. Any lump sum assumptions will be documented.

Quality Control/Quality Assurance: David Lundin will be responsible for quality reviews of all documents and will review all submittals for completeness and accuracy.

TASK 15.7—BIDDING AND GRANT ASSISTANCE

On behalf of the City, we will prepare the Invitation to Bid, respond to bidders' questions, conduct a pre-bid conference, issue written addendums, tabulate bids, check proposals for completeness, review bonding and insurance submittals, and provide a written recommendation for award based on the lowest responsive bid.

HDL will draft an FAA grant application and coordinate with FAA for any necessary revisions. We will submit a draft grant application for FAA review based on the final engineer's construction cost estimate, and will update the application with the actual bid amount after bid opening.

AIRPORT SAFETY

Airport safety during our survey, geotechnical, and engineering field work is of utmost importance. HDL will review with the City how we will safely conduct field operations. Notices-to-Airmen (NOTAMs) will be properly filed. Survey instruments will be set up outside air operation areas, and the time spent near runways and taxiways will be minimized. Our trained crews will continuously monitor the common traffic advisory frequency. They will keep a watchful eye for surprise air traffic and will always give aircraft the right-of-way. Vehicles and drill rigs will be marked with beacons. Frank Kelly will be briefed in advance of all field activity.

ASSUMPTIONS

The following assumptions were used in developing this fee proposal:

1. Environmental documentation will be completed by separate contract.
2. A CSPP for surveying and geotechnical evaluation fieldwork is not required.
3. Field surveying and geotechnical evaluations to be performed in summer 2021 in no snow, thawed-ground conditions. Snow depth greater than 6 inches or temperatures below 20 degrees F may delay production and require additional budget.
4. Previously set deep-rod control monuments "PAQ D", "PAQ E" and "PAQ F" are believed to still exist in good condition and will provide an adequate basis for horizontal and vertical control. No new deep-rod survey control monuments will need to be set.
5. GPS survey methods will be used where possible and supplemented by conventional survey techniques where needed.
6. Geotechnical drilling will take place during the day. When working on Taxiway B, it will be closed. We estimate the taxiway will be closed for approximately 3 hours. HDL will be responsible for coordinating with the City to post any NOTAMs required for drilling.
7. Closure markers, besides cones, will not be required for the Taxiway B closure.
8. FAA Form 7460 will require approval from FAA prior to drilling. The review and approval process can take up to 45 days.
9. Borings will be backfilled with cuttings and granular soil (as needed). Borings in pavement will be patched with cold patch asphalt.
10. Borings are accessible by truck mounted drill rig.
11. The City will coordinate access to the site and provide locations of utilities not marked by Alaska Digline.
12. The project will be bid in one package, one time, using additive alternates where needed to maximize the use of available funding. Alternates will be determined from the 65 percent submittal.

SCHEDULE

We anticipate a contract award and receiving an NTP in July 2021. We will then commence fieldwork tasks as soon as possible. We anticipate bid-ready documents will be delivered in February 2022.

RE: Proposed Scope and Budget, RFP #16-01 PAQ – Task 15 Engineering for Taxiway N
April 28, 2021
Page 7 of 7

FEE

We propose to provide the aforementioned services on a time and expenses basis for a budget not to exceed **\$379,837** as detailed on the attached worksheet.

Thank you for your confidence and we look forward to continuing our work with you. Please contact me if you have any questions.

Sincerely,

HDL ENGINEERING CONSULTANTS, LLC



David Lundin, PE
Principal / Civil & Environmental Engineer

attach: Proposed Budget Worksheet (dated 4/28/2021)

**City of Palmer
Action Memorandum No. 21-051**

Subject: Authorize the City Manager to Execute a Contract Addendum with HDL Engineering Consultants, LLC in the amount of \$345,422.00 for the Phase II Design Work on the 2021 Avigation Easement Planning Study after funding is received by a new FAA Grant at 100%.

Agenda of: August 24, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: Frank J. Kelly, Airport Superintendent

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ 345,422.00

This legislation (√):

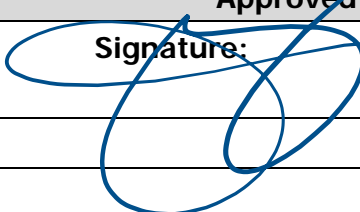
- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 345,422.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted 30-03-10-7138 FAA Avigation Easement Planning Study Phase II

Director of Finance Signature: 

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u></u>	_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. HDL Engineering Consultants AEPS Phase II Proposal Dated July 7, 2021

Summary Statement/Background:

Currently, the airport does not have adequate rights to control and maintain the entire approach surface to Runway 16. In 1990, the threshold was displaced 500 feet from the runway end to provide an obstruction-free 20:1 approach surface, due to trees located off the airport property on Mat-Su Borough-owned land. Subsequent tree growth has resulted in trees in the approach surface to the displaced threshold.

This contract addendum with HDL Engineering Consultants will fund the ongoing design work for Phase II of the needed Avigation Easement Planning Study. The proposed project includes preparing a planning study report and an Environmental Assessment (EA) for the avigation easement. The project includes project scoping coordination with agencies, a public engagement process, government to government consultation, a cultural resources inventory and field survey. The project also includes Section 106 consultation, wetlands delineation, and eagle nest survey. The project also includes an updated obstruction survey of the area of approach to runway 16, to allow for an accurate assessment of number of trees that will be impacted by mitigation. A Section 4(f)/6(f) process is included in the project to define the appropriate mitigation. Finally, an Environmental Assessment report will be prepared for the proposed action including alternatives considered, steps taken to minimize adverse impacts, and evaluation of the proposed mitigation.

Once the anticipated FAA grant funding is awarded, the City will be reimbursed all of this upfront costs of approximately \$33,840.00. All FAA grants awarded in 2021 are funded at 100% with no sponsor match required

Administration's Recommendation:

Approve Action Memorandum No. 21-051.

July 7, 2021

Frank Kelly, Airport Superintendent
 City of Palmer
 231 W. Evergreen Avenue
 Palmer, Alaska 99645

RE: Scope and Budget for Phase II of the Aviation Easement Planning Study
 Warren "Bud" Woods Palmer Municipal Airport – City of Palmer

Dear Mr. Kelly:

HDL Engineering Consultants, LLC (HDL) is pleased to present this proposal for Phase II of the Aviation Easement Planning Study, which includes National Environmental Policy Act (NEPA) analysis of the proposed acquisition and maintenance of an aviation easement for the Warren "Bud" Woods Palmer Municipal Airport (PAQ).

Currently, the airport does not have adequate rights to control and maintain the entire approach surface to Runway 16. In 1990, the threshold was displaced 500 feet from the runway end to provide an obstruction-free 20:1 approach surface, due to trees off the airport property on land owned by the Matanuska-Susitna Borough (MSB) in the Matanuska River Park. Subsequent growth has resulted in trees in the displaced threshold approach surface.

A recent Aviation Activity Forecast determined the current critical aircraft, and a Runway Length Analysis indicated that the full runway length is justified. A properly sized and located aviation easement would give the airport rights to remove obstacles (trees) and the ability to relocate the threshold to the runway end.

This phase of the proposed project includes preparing an Environmental Assessment (EA) in conformance with 36 CFR Part 800, Federal Aviation Administration (FAA) Order's 1050.1F (Airport Environmental Desk Reference) and 5050.4B (Airport Environmental Handbook) or the most current versions, the Secretary of the Interior's Standards and Guidelines, and the Advisory Council on Historic Preservation's general guidelines. Environmental analysis will include environmental scoping, field investigations, agency consultations, preparing an EA document, and acquiring necessary environmental permits in support of the proposed Aviation Easement.

The following tasks outline the approach to completing the EA. Each are described in detail in the following Scope of Work:

- Task 1: Project Management
- Task 2: Planning Study Report
- Task 3: Scoping
- Task 4: Environmental Field Studies
- Task 5: Obstruction Survey
- Task 6: Section 4(f)/Section 6(f)
- Task 7: Environmental Assessment

CIVIL
ENGINEERING

GEOTECHNICAL
ENGINEERING

TRANSPORTATION
ENGINEERING

ENVIRONMENTAL
SERVICES

PLANNING

SURVEYING
& MAPPING

CONSTRUCTION
ADMINISTRATION

MATERIAL
TESTING

REAL ESTATE
SERVICES

SCOPE OF WORK

Task 1 – Project Management

Project Management. David Lundin will be responsible for contract management; Heather Campfield will be responsible for project management. Upon Notice to Proceed, Heather will prepare a detailed project schedule for review and approval. The schedule will be used to track progress and will be updated as needed. We will hold internal meetings with the project team to discuss progress, review schedule for deliverables, discuss staffing needs, and resolve technical issues. Heather will review a weekly summary of hours worked and a description of the work performed for each sub-task. She will work with HDL's accounting staff to process monthly project invoices and prepare detailed progress reports, which can be used by the City of Palmer to update the FAA. Monthly reports will summarize the work completed to date, anticipated work to be completed in the next pay period, and any problems or delays anticipated or encountered.

Project Kickoff Meeting: Upon Notice to Proceed, HDL will schedule and attend a kick-off meeting with the City of Palmer to clarify scope and objectives and set project milestones.

Monthly Progress Meetings. Heather will schedule and attend progress meetings every month for the duration of the contact (assumes 12 months) for approximately one hour with the City of Palmer and the FAA, as required. The purpose of the meeting is to review project progress, schedule, and upcoming work. Heather will document each meeting proceeding and provide written notes to the City of Palmer for the administrative record.

Quality Control: Heather will also be responsible for the quality of all deliverables, with technical review by David. Heather will coordinate quality control reviews for each submittal to ensure completeness and accuracy.

Grant Assistance: HDL will coordinate with the FAA on Palmer's behalf and draft an FAA planning grant application for this project. We will submit a draft grant application and respond to any comments from the FAA.

Task 2 – Planning Study Report

HDL will prepare a planning study report summarizing the planning effort that took place under Phase I of the project. The planning study report will:

- Describe the project's purpose and need
- Summarize existing conditions at PAQ
- Identify the design criteria
- Summarize the updated forecast
- Identify the existing and future critical aircraft
- Discuss Runway 16/34 length requirements
- Present alternatives identified during Phase I of the Avigation Easement Planning Study
- Summarize comments received from project stakeholders and the public

We will prepare approximately 15 percent complete drawings for the preferred alternative and prepare a planning level cost estimate. We will subcontract to MBA Consulting Engineers,

Inc. for electrical engineering services associated with changes to runway lighting and navigational aids.

Task 3 – Scoping

The purpose of environmental scoping is to solicit views of agencies, organizations, and the public, and inform these groups of the proposed project and project schedule. This task also includes coordination with the MSB and their consultant to understand the full scope of the Matanuska River Park revised Master Plan. The scoping process will identify issues and alternatives to be addressed, determine the need for special studies, and identify sources of information. The scoping process will be ongoing throughout production of the EA. Scoping techniques may include public notices, agency and public meetings and workshops, newsletters, developing a project website, etc.

Public Engagement

Public Engagement Plan. HDL will work with the City of Palmer to develop a Public Engagement Plan that outlines the strategy for communicating with the public and local governments, and other stakeholders about the project. The Plan will outline public meetings, presentation to user groups, and other tools for communication including mailing lists, websites, newsletters, etc.

Contact List. HDL will develop and maintain a contact mailing list of all interested organizations and individuals that may be affected by the project. Public officials, community service organizations, local and regional transportation officials, and special interest groups will be identified for the project. The list will be minimally comprised of property owners/tenants/business owners within an agreed upon boundary.

Public Meetings. Two public meetings and one public hearing will be required for the project. The intent of the public meetings is to inform the public of the current project's purpose and need, describe the planning effort that took place under Phase I to identify alternatives, and solicit public input on the identified alternatives and project purpose. A public hearing will be held to announce the availability of the Draft EA and to solicit public comment on the NEPA analysis. HDL will notify interested parties of meeting dates, places, and times; advertise meetings and the hearing through local media and on the project website; reserve facilities; provide refreshments; provide comment sheets for written comments; prepare meeting agendas; and provide pertinent graphics and visual aids. Results of the public meeting proceedings will be documented in a written summary of comments received and materials made available for public display/presentation.

Newsletter and Postcards. HDL will prepare and distribute public information in the form of newsletters, postcards, flyers, and emails to keep the public informed of the project. Newsletters will be developed and distributed in association with scheduled public meetings. HDL anticipates producing two newsletters and two postcards for distribution.

Advertisements and Notifications. HDL will prepare newspaper advertisements and online notifications and notice of availability of documents for review. Affidavits of publication of any newspaper advertisement will be provided to the City of Palmer. Newspaper advertisements will be posted in the local newspaper a minimum of two weeks prior to the public meeting.

Project Website. HDL will develop and maintain a project specific website for the purpose of making current information available to the public, providing team contact information, and information on public meeting dates, times, and locations. Public meetings will be advertised on the project website a minimum of three weeks prior to the scheduled meeting.

Agency Input

Agency Scoping Letter. At the direction of the City of Palmer, HDL will coordinate with federal, state, and local agencies during preparation of the Environmental Assessment, and during acquisition, revision, or renewal of any necessary environmental permits. All correspondence with agencies will be placed on City of Palmer letterhead.

HDL will prepare an agency scoping letter informing the agencies of the project, identifying known protected resources, anticipated impacts, and request information and comments. A minimum of 30 calendar days will be afforded for the comment period. All comments received will be compiled into a comment/response summary sheet and placed on the project website for viewing.

Scoping Summary Report. HDL will develop a report documenting public and agency involvement throughout the development of the Environmental Assessment. The report will include all pertinent comments from the public and responses.

Government-to-Government Consultation

Government-to-Government Consultation Letter. HDL will work directly with the FAA to draft Government-to-Government consultation letters. The FAA will share feedback received in response to the consultation outreach with the City of Palmer and HDL.

Task 4 – Environmental Field Studies

Cultural Resources

HDL and our cultural subconsultant, Northern Land Use Research Alaska (NLURA), will complete a cultural resource survey, provide a technical report that meets Office of History and Archaeology (OHA) requirements, and prepare Section 106 consultation letters and other required Section 106 documents in accordance with the NEPA process.

Research. HDL and NLURA will perform background research that includes a review of relevant documents and literature regarding cultural resource investigations in and around the proposed project area. This is a required step to identify known historic properties and determine if any previous surveys have occurred. NLURA will use the City of Palmer Airport Determination of Eligibility as the starting point for the research effort for the airport itself, assuming that the DOE for the airport currently underway will be completed by the time the scope of this project is in place. Research will be conducted for the Matanuska River Park in addition to use of the City of Palmer Airport DOE.

Field Survey. NLURA will conduct a reconnaissance-level cultural resource survey (with limited shovel testing) of the Matanuska River Park to identify and evaluate the historic

significance of the Matanuska River Park and any other resources within the Area of Potential Effect (APE). We do not anticipate a cultural field study of the airport under this contract.

The survey will be performed in accordance with the Secretary of the Interior's Standards and Guidance for Archaeology and Historic Preservation (1983: 48 CFR 44716). The cultural resource survey crew will be led by an archaeologist meeting the Secretary of the Interior Professional Qualification Standards for Archaeology. Buildings or structures will not be evaluated; however if a building survey is deemed necessary, an architectural historian or historic architect meeting the Secretary of the Interior Professional Qualification Standards for Architectural History must be employed.

HDL and NLURA will be responsible for obtaining all permits and/or authorizations associated with the survey work.

Reporting. NLURA will prepare a cultural resource assessment report (draft and final versions) that will include all sections required by the Alaska OHA.

Section 106 Consultation. HDL will prepare draft Section 106 initiation and findings letters. The letters will be developed on City of Palmer letterhead and will be signed by the City of Palmer Airport Superintendent, or the City Manager.

Wetlands Delineation and Mapping

HDL will perform a wetland delineation and functional assessment to assist in regulatory permitting activities required for the project.

Research. Preliminary mapping will be prepared using online wetland data resources including the National Wetlands Inventory and the Matanuska-Susitna Borough's wetland mapper.

Fieldwork. Wetlands identified using online data resources will be ground-truthed to verify the actual extent of their boundaries. The wetland delineation will be performed in accordance with the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Alaska Region (Version 2.0 – Sept. 2007) and the Corps of Engineers Wetland Delineation Manual (January 1987).

Reporting. HDL will submit a draft technical report within 15 days of completing the fieldwork. The final report will be submitted within two weeks of receiving City of Palmer review comments on the draft version.

Eagle Nest Survey

HDL will make one (1) site visit to document the location of eagle nests in the project vicinity. The results of this task will be documented in an Eagle Nest Survey Memo that includes a map showing the approximate location of each nest, if any.

Noise Analysis

A noise analysis is not required for the project.

Task 5 – Obstruction Survey

HDL will perform a field survey to identify penetrations to the object-free zone within the proposed avigation easement area. Kodiak Mapping Inc. (KMI) will acquire new 2021 color digital imagery for the Runway 16 approach obstruction analysis per FAA standards outlined in Engineering Bulletin No. 91 (EB-91) suitable to conduct a photogrammetrically derived obstruction analysis. The imagery resolution will be 0.20-foot pixels. The imagery will contain the length of the runway along with area of interest (AOI). KMI will perform Obstruction Mapping for the AOI to include all penetrating obstacles for the Runway 16 Approach. Their deliverables will also include an RGB Orthophoto Mosaic of the AOI at 0.2-foot pixel resolution.

HDL will provide the survey control, mapping and FAA Airports GIS (AGIS) deliverables to support the obstruction mapping per EB-91 and other applicable FAA standards. Work will include assistance in setting up the AGIS project in FAA's portal, preparing the survey work plan for FAA approval, control verification, surveying five Photo ID Control Points, five Photo ID Check Points, a minimum of 30 Obstruction Validation points, preparing the FAA deliverables for submittal to AGIS, and preparing the survey deliverables needed by the project team for the other tasks.

Task 6 – Section 4(f)/6(f)

The Section 4(f) process, as described in 49 U.S.C 303, states that a special effort must be made to preserve the natural beauty of the countryside and public park and recreation lands, wildlife and waterfowl refuges, and historic sites. HDL assumes that the proposed project will require a Section 4(f) Individual Evaluation. HDL will work directly with the City of Palmer and the FAA to prepare the Section 4(f) evaluation to assess impacts to the Matanuska River Park and develop mitigation measures to reduce overall identified impacts. For the purpose of developing the scope and cost associated with Phase II of the Avigation Easement Planning Study project we assumed that the Section 4(f) process would require the following in addition to developing the evaluation of impacts:

- Public notice and opportunity for the public to review and comment on the Section 4(f) finding.
- Up to four meetings with the officials with jurisdiction over the park including the FAA, City of Palmer, MSB, and the US Department of Interior.
- Develop a statement outlining impact avoidance, minimization, and mitigation measures to the resource.

HDL will consult with the Alaska Department of Natural Resources, Division of Parks and Outdoor Recreation Grants Administrator to inquire about the presence of Section 6(f) property and determine whether the avigation easement/use of the Section 6(f) property constitutes a conversion of use, define appropriate mitigation measures, and what, if any replacement property is required.

Task 7 – Environmental Assessment

HDL will compile information needed for development of the Environmental Assessment through analysis and documentation of environmental considerations according to NEPA and

implementing regulations by the Council on Environmental Quality (40 CFR part 1500-1508) and according to pertinent provisions of FAA Order 5050.4B:

- Describe the purpose and need for the proposed action.
- Summarize the range of alternatives identified and considered in Phase I of the Avigation Easement Planning project. Reasonable alternatives must satisfy the purpose and need for the action, including the no action alternative.
- Analyze reasonably foreseeable direct, indirect, and cumulative environmental impacts of each alternative.
- Describe measures taken to avoid and minimize adverse impacts.
- Develop methods for public disclosure and comment, and for responding to public comments.
- Provide the basis for informed selection of the preferred alternative.
- Identify and evaluate measures to mitigate adverse effects of the preferred alternative.
- HDL will use the information compiled to prepare the draft Environmental Assessment for FAA and City of Palmer review.

HDL will identify environmental permitting necessary to construct the preferred alternative. Permit applications will not be submitted under this contract. Rather, permits will be obtained when funding for construction is obtained in order to avoid permit expiration. Permits may include, but are not limited to, the following:

- U.S. Army Corps of Engineers Section 404 Permit
- Section 401 Water Quality Certification
- Local Government Flood Hazard Permits
- Other applicable local, state, and federal permits

ASSUMPTIONS

In addition to assumptions stated above, the following assumptions were used in developing this fee proposal:

- The duration of the contract is 12 months.
- Two public meetings and one public hearing will be held for the project.
- Public meetings will be held at the Palmer Depot, at no cost to the project.
- Newspaper advertisements will be placed in the Frontiersman and the Anchorage Daily News. Each advertisement will run once, on the most read day of the week, prior to the public meeting or public hearing.
- Assumes up to three separate mailers to residents of Palmer for public meeting and public hearing announcements.
- The cultural resource assessment will use the City of Palmer Airport Determination of Eligibility to complete the research necessary for the airport itself. A full cultural resource assessment will be required for the Matanuska River Park.
- Permits will not be acquired for construction under this contract.
- Assumes no Phase I Environmental Site Assessment will be necessary.

SCHEDULE

Upon Notice to Proceed, we will prepare a detailed project schedule and commence work. We anticipate this project will take approximately 9 months to one year to complete.

BUDGET

We propose to provide the aforementioned services on a time and expenses basis using our 2019 contractual rates for a budget not to exceed **\$345,422** as detailed on the attached worksheet.

Thank you for your confidence in HDL and we look forward to continuing our work with the Palmer Airport. Please contact me if you have any questions.

Sincerely,

HDL ENGINEERING CONSULTANTS, LLC



David Lundin, PE
Principal / Civil & Environmental Engineer

attach: Proposed Budget Worksheet (dated 7/7/2021)

A. CALL TO ORDER

A Special Meeting of the Palmer City Council was held on July 27, 2021, at 7:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 5:00 p.m.

B. ROLL CALL

Comprising a quorum of the Council, the following were present:

Edna DeVries, Mayor	Sabrena Combs, Deputy Mayor
Julie Berberich	Brian Daniels
Jill Valerius	Steve Carrington

Council Member Best was absent and excused.

Staff in attendance were the following:

John Moosey, City Manager	Michael Gatti, City Attorney
Nichole Degner, Interim City Clerk	Kimberly Green, Human Resources Specialist

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

Main Motion: To Approve the Agenda.

Moved by:	Combs
Seconded by:	Valerius

Primary Amendment #1: Remove interview F.2.a because of the applicant's withdrawal.

Moved by:	Combs
Seconded by:	Valerius
Vote:	Unanimous (Absent: Best)
Action:	Motion Carried

Vote on Motion: To Approve the Agenda as Amended.

Moved by:	Combs
Seconded by:	Valerius
Vote:	Unanimous (Absent: Best)
Action:	Motion Carried

E. AUDIENCE PARTICIPATION

Mayor DeVries opened Audience Participation. Seeing no one come forward, Audience Participation was closed.

F. NEW BUSINESS

1. City Clerk Interview Process Discussion.

Mayor DeVries directed attention to the list of interview questions on council table to be asked of each candidate; inquired of the Council whether to ask all the questions or just some. Deputy Mayor Combs suggested that because one of the candidates had withdrawn, there would be time to ask each candidate all of questions.

Kimberly Green, Human Resources Specialist, informed each candidate has been informed to expect a one-half hour interview.

Main Motion: To ask all of the interview questions to each candidate.

Moved by:	Combs
Seconded by:	Carrington
Vote:	Unanimous (Absent: Best)
Action:	Motion Carried.

2. City Clerk Interviews.

a. ~~Vanessa Mutchnik~~

b. Glenda Worsham

Mayor DeVries conducted the City Council interview of applicant Glenda Worsham for the position of Palmer City Clerk (via Zoom).

c. Deana Smith

Mayor DeVries conducted the City Council interview of applicant Deana Smith for the position of Palmer City Clerk (via Zoom).

p
Main Motion: To move into Executive Session.

Moved by:	Combs
Seconded by:	Berberich
Vote:	Unanimous (Absent: Best)
Action:	Motion Carried.

G. EXECUTIVE SESSION

1. Subjects That Tend to Prejudice the Reputation and Character of Any Person – City Clerk Candidates. (Note: All City Clerk candidates may be discussed during the executive session. Personnel action regarding the City Clerk Candidates may be taken following the executive session.)

Following exit of Executive Session at 5:42 p.m., the special meeting resumed.

Main Motion: To proceed with background checks on both City Clerk candidates followed by creating an agenda to move forward with the hiring process.

Moved by:	Combs
Seconded by:	Berberich
Vote:	Unanimous (Absent: Best)
Action:	Motion Carried.

H. RECORD OF ITEMS PLACED ON THE TABLE

Mayor DeVries noted three items placed on the table: 1) Letter from Sean Parnell, UAA Chancellor's Dept.; 2) Letter from Jackie Ivey GoForth, citizen concerns; 3) City Clerk Interview Questions.

I. COUNCIL COMMENTS

No direction was given to staff for legislation to be placed on a future agenda.

J. ADJOURNMENT

With no further business before the City Council, the meeting adjourned at 5:45 p.m.

APPROVED this ____ day of August, 2021.

Nichole Degner, Interim City Clerk

Edna B. DeVries, Mayor

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on July 27, 2021 in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 7:00 p.m.

B. ROLL CALL

Comprising a quorum of the Council, the following Council Members were present:

Edna DeVries, Mayor

Sabrena Combs, Deputy Mayor

Julie Berberich

Brian Daniels

Richard W. Best

Jill Valerius

Steve Carrington

Council Member Best was absent.

Staff in attendance were the following:

John Moosey, City Manager

Michael Gatti, City Attorney (telephonically)

Brad Hanson, Community Development Director

Nichole Degner, Interim City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

1. Consent Agenda

~~a. Introduction and Setting a Public Hearing to July 27, 2021 for **Ordinance No. 21-015** Amending Palmer Municipal Code Sections 2.45.030(H) and 2.61.020(J) to Move Parks Maintenance to Community Development.~~

a. **Resolution No. 21-025:** Accepting and Appropriating an American Rescue Plan Grant offer from the Federal Aviation Administration in an amount of \$32,000.00 by way of the Airport Rescue Plan Act of 2021 for additional assistance to airports during the COVID 19 public health emergency and Authorizing the City Manager to Execute the Grant When Offered.

2. Approval of Minutes of Previous Meetings

a. June 22, 2021, Special Meeting Minutes

b. June 22, 2021, Regular Meeting Minutes

c. July 6, 2021, Special Meeting Minutes

Main Motion: To Approve Agenda, Consent Agenda, and Minutes

Moved by: Combs

Seconded by: Daniels

City Manager Moosey proposed amendments to the Agenda: 1) Remove 1.a. to a future meeting; 2) Replace 1.a with H.2 Resolution 21-025 as it does not require a public hearing; 3) Remove I, Executive Session, as it will not be necessary this evening.

Primary Amendment #1: To Amend the Agenda as specified by the City Manager.

Moved by:	Combs
Seconded by:	Carrington
Vote:	Unanimous (Absent: Best)
Action:	Motion Carried

Vote on Motion: To Approve Agenda, as amended, Consent Agenda, and Minutes

Vote:	Unanimous (Absent: Best)
Action:	Motion Carried.

E. COMMUNICATION AND APPEARANCE REQUESTS:

1. Presentation from *Palmer Museum and Visitor Information Center* Director, Sam Dinges

Mr. Sam Dinges narrated a slide presentation updating the Council on activities of the Palmer Museum and the Visitor’s Center this past year.

F. REPORTS

1. City Manager’s Report

City Manager Moosey reported on the City of Palmer election process for the election on October 5; signed a contract with Christie Smithers, who has election experience, to see us through the election; reported corrections to the election packet; informed of access problems with the City’s Facebook page; reported he will be attending the AML and Manager’s Association Meeting in Fairbanks next week; spoke to tonight’s agenda item asking for Resolution to oppose the proposed sales tax initiative for infrastructure projects; commented on the Alaska Journal of Commerce article announcing new broadband capacity that will cover the State of Alaska.

[Council Member Best joined the meeting]

City Manager Moosey fielded Council Member questions concerning tree growth in the Matanuska River Park located in the avigation easement at the Airport.

2. Mayor’s Report

Mayor DeVries reported in appreciation for the Matsu Miners.

3. City Attorney’s Report

City Manager Moosey reported that City Attorney Gatti does not have a report tonight.

G. AUDIENCE PARTICIPATION

Ms. Lee Hendrickson, Palmer resident, spoke in appreciation for winning the beautification award, that there is a nice sign in her front yard; discussed the Palmer Pride Picnic noting it was hard to find information about it; commented regarding the avigation easement noting was glad to hear replacement and improvement are part of the process.

Mr. Daniel Potter testified regarding the Amendment to Ordinance 21-013 related to marijuana businesses, speaking in opposition to the high restrictions on licensing requirements.

Ms. Jackie Ivey GoForth, testified regarding mailout ballots and the postal service as it relates to customer service and delivery.

There being no others come forward, Mayor DeVries closed audience participation at 7:46 p.m.

H. PUBLIC HEARINGS

1. **Ordinance No. 21-014:** Amending the Zoning Map to Revise the Zoning Designation of Lot 200, Block 1, Felton Add Subdivision, from R-3, Medium Density Residential to R-4, High Density.

Director Brad Hanson provided a staff report.

Public Hearing:

Mr. Daniel Potter spoke in full support of the zoning change.

Mr. Marty Moffat, one of the owners of the property, spoke in support of the zoning change.

There being no others coming forward, Mayor DeVries closed the public testimony at 7:15 p.m.

Main Motion: To Approve Ordinance 21-014.

Moved by:	Combs
Seconded by:	Daniels
Vote:	Unanimous
Action:	Motion Carried by roll call vote.

- ~~2. **Resolution No. 21-025:** Accepting and Appropriating an American Rescue Plan Grant offer from the Federal Aviation Administration in an amount of \$32,000.00 by way of the Airport Rescue Plan Act of 2021 for additional assistance to airports during the COVID-19 public health emergency and Authorizing the City Manager to Execute the Grant When Offered.~~

~~I. EXECUTIVE SESSION~~

- ~~1. Matters, the Immediate Knowledge of Which Would Clearly Have an Adverse Effect Upon the Finances of the Public Entity and Matter which by Law, Municipal Charter, or Ordinances are Required to be Confidential — Potential Litigation Attorney Client Communication: State of Alaska City of Palmer Dispatch Agreement (note: action may be taken by the council following the executive session):~~

J. NEW BUSINESS

1. **Resolution No. 21-026:** A Resolution Stating an Opposition to a Proposed Sales Tax Initiative for Infrastructure Projects Initiated by the Matanuska-Susitna Borough.

Main Motion: To Approve Resolution No. 21-026.

Moved by:	Valerius
Seconded by:	Berberich
Vote:	Unanimous
Action:	Motion Carried by roll call vote.

Mayor DeVries announced she received an email from a Palmer resident asking that it be read into the record.

Interim City Clerk Nichole Degner read the email from Kaitlen Levit into the record, opposing an increase to the sales tax.

City Manager Moosey reported the City of Wasilla and City of Houston also sent letters in opposition. He noted two other considerations the Borough may make is a tax on fuel and a tax on gravel. Further brief discussion followed.

2. **Action Memorandum No. 21-045:** Recommendation to the City Council for the City Clerk Interim Appointment.

Following brief discussion in appreciation of Nichole Degner’s willingness to fill in as Interim City Clerk:

Main Motion: To Approve Action Memorandum No. 21-045.

Moved by:	Combs
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried by roll call vote.

K. AUDIENCE PARTICIPATION

Mr. Daniel Potter testified regarding not being able to make large dollar purchases in the city of Palmer, having to go elsewhere; that it is a loss of sales tax revenue for the City.

There being no others coming forward, Mayor DeVries closed public testimony at 8:01 p.m.

L. COUNCIL COMMENTS

No direction was given to staff for legislation to be placed on a future agenda.

There was discussion regarding Council Member Best’s failed telephonic attempts to connect to the meeting.

M. ADJOURNMENT

With no further business before the City Council, the meeting adjourned at 8:10 p.m.

APPROVED this 24th day of August, 2021.

Nichole Degner, Interim City Clerk

Edna B. DeVries, Mayor

**City of Palmer
Resolution No. 21-030**

Subject: Amending the 2021 Fee Schedule for the MTA Events Center

Agenda of: August 24, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: John Moosey, City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ _____

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted _____

Director of Finance Signature: 

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. Resolution No. 21-030
2. 2021 Amended Fee Schedule

Summary Statement/Background:

The ideal time to update the fee schedule at the MTA Events Center (MTAEC) is at the start of the ice season which runs from September into April. Annually, the fee schedule is adopted as part of the annual budget process for the start of the new calendar year. To provide better continuity of operations at the MTAEC this resolution is amending the fee schedule for the MTAEC in order for the changes to take effect before the start of the 2021-2022 season.

Administration's Recommendation:

Approve Resolution No. 21-030

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey

Date: August 24, 2021

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Resolution No. 21-030

A Resolution of the Palmer City Council Amending the 2021 Fee Schedule for the City of Palmer

WHEREAS, the City Manager proposes to amend the fee schedule for the MTA Events Center; and

WHEREAS, amending the 2021 fee schedule for the MTA Events Center will coincide with the 2021-2022 ice season.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Palmer City Council hereby amends the 2021 Fee Schedule with the effective date of September 1, 2021.

Approved by the Palmer City Council this ____ day of _____, 2021.

Edna B. DeVries, Mayor

Nichole Degner, Interim City Clerk



City of Palmer

2021 Fee Schedule

(Amended by Resolution No. 21-0XX)

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Airport Fees	
Aircraft Tie Down Space Apron A (1-27, T1-T9) 33'x44' Transient (per day)	\$ 5
Aircraft Tie Down Space Apron A (1-27, T1-T9) 33'x44' Monthly Apron C (6-33, 39-45) 33'x44' Monthly	\$ 30
Aircraft Tie Down Space Apron A (1-27, T1-T9) 33'x44' Quarterly Apron C (6-33, 39-45) 33'x44' Quarterly	\$ 85
Aircraft Tie Down Space Apron A (1-27, T1-T9) 33'x44' Annual Apron C (6-33, 39-45) 33'x44' Annual	\$ 310
Aircraft Tie Down Space Apron B (1-39)	\$ 30
Aircraft Tie Down Space Apron B (1-39)	\$ 85
Aircraft Tie Down Space Apron B (1-39)	\$ 310
Aircraft Tie Down Space Apron C (1-5, 34-38) 60'X61' Monthly	\$ 50
Aircraft Tie Down Space Apron C (1-5, 34-38) 60'X61' Quarterly	\$ 145
Aircraft Tie Down Space Apron C (1-5, 34-38) 60'X61' Annual	\$ 550
Aircraft Tie Down Space Large Aircraft Apron(1-2,T10) 75'x75' Transient (per day)	\$ 50
Aircraft Tie Down Space Large Aircraft Apron(1-2,T10) 75'x75' Quarterly	\$ 275
Aircraft Tie Down Space Large Aircraft Apron(1-2,T10) 75'x75' Annual	\$ 1,050
Aircraft Tie Down Space Large Aircraft Apron(3-6,T11)100'x100' Transient (per day)	\$ 85
Aircraft Tie Down Space Large Aircraft Apron(3-6,T11)100'x100' Quarterly	\$ 500
Aircraft Tie Down Space Large Aircraft Apron(3-6,T11)100'x100' Annual	\$ 1,950
Aircraft Tie Down Space Large Aircraft Apron (7, T12)100'x120' Transient (per day)	\$ 100
Aircraft Tie Down Space Large Aircraft Apron (7, T12)100'x120' Quarterly	\$ 600
Aircraft Tie Down Space Large Aircraft Apron (7, T12)100'x120' Annual	\$ 2,350
Rotary Aircraft Tie Down Space Helipad (1-3) 60' Circle Transient (per day)	\$ 25
Rotary Aircraft Tie Down Space Helipad (1-3) 60' Circle Transient Monthly	\$ 110
Rotary Aircraft Tie Down Space Helipad (1-3) 60' Circle Transient Quarterly	\$ 315
Rotary Aircraft Tie Down Space Helipad (1-3) 60' Circle Transient Annual	\$ 1,210
Aircraft Impoundment Fee	\$ 400
Storage fee for impounded aircraft (per month)	\$ 200
Airport Lease Application Fee	\$ 500
Fuel Flowage Fee (per gallon delivered)	\$.05
*All Tie Down Spaces add 3% sales tax including transient rate. Transient rate is for stay greater than 4 hours per day on airport grounds. Rates are not pro-rated.	

Animal Control Fees	
Animal license – dog/cat (three-year license – expires three years from date of issue)	\$ 10
Lost tag – animal license (expires three years from original issue date)	\$ 2.50
Animal impound (per animal)	\$ 30
Dangerous/vicious animal registration (one-time fee)	\$ 25

Appeals	
Appeal to hearing officer regarding a decision of the Planning and Zoning Commission:	
Nonrefundable application filing fee	\$ 300
Deposit for preparation of the appeal record	\$ 500

Application Filing Fees (Filing fees are nonrefundable)	
Mobile home park	\$ 500
Large Retail Establishment	\$ 500
Conditional Use Permit	\$ 250
Variance Request	\$ 250
Planned Unit Development (PUD)	\$ 250
Zone Change/Palmer Municipal Code Text Amendment	\$ 250
Accessory Dwelling Unit	\$ 50
Short Term Rental and Annual Renewal	\$ 75

Building Inspector Inspection Services and Fees	
Inspections outside normal business hours (per hour)*	\$ 125
Re-inspection fees assessed under provisions of Section 305.8 of the 97 UAC (per hour)*	\$ 100
Inspection for which no fee is specifically indicated (per hour)*	\$ 100
For use of outside consultants for plan check and inspections, – actual costs**	\$

* Or the total hourly cost to the jurisdiction, whichever is the greatest. There is a two hour minimum and this cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

** Actual costs include administrative and overhead costs

Building Permit Fees Based on Total Valuation		
Total Valuation:	Fee:	Additional Fee
\$1 to \$500	\$ 26	
\$501 to \$2000	\$ 26	for the first \$500 plus \$3.40 for each additional \$100, or fraction thereof, to and including \$2000
\$2001 to \$25,000	\$ 77	for the first \$2000 plus \$15.59 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$ 435.50	for the first \$25,000 plus \$11.25 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$ 716.75	for the first \$50,000 plus \$7.80 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$ 1,106.75	For the first \$100,000 plus \$6.24 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$ 3,602.75	For the first \$500,000 plus \$5.28 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$ 6,242.75	for the first \$1,000,000 plus \$4.06 for each additional \$1,000, or fraction thereof

Business Licenses	
Business License:	
Annual license	\$ 25
Biennial license	\$ 50
State Fair License (duration of Fair – not transferable to annual license)	\$ 25
Special Event License (duration of the special event up to three days (not transferable to annual license)	\$ 10
Door to Door Solicitors License (non-refundable annual fee)	\$ 50
Business License – failure to apply before business opens:	\$ 25
Business License – late filing fee:	
Through February 1	\$ 25
Additional fee on March 1 (not to exceed \$50)	\$ 25
State Fair vendors failure to apply for a business license by the first day of the Fair.	\$ 25
State Fair vendors additional fee on September 7	\$ 25
Special Event License	\$ 10
Business License – failure to display business license:	\$ 25
Door to Door Solicitors License Reprint – full application process	\$ 50
Copy of Business License list	\$ 25

Community Center (Railroad Depot) Rental		
Rental Period ----- 8 am to Midnight	Rental Rate	Security Deposit
Daily: Monday through Thursday	\$ 225	\$ 150
Daily weekend: Friday through Sunday	\$ 275	\$ 150
Recurring Use	Rental Rate	Security Deposit
Minimum rental of 15 calendar days per year:		
Monday through Thursday	\$ 165	\$ 150
Friday through Sunday	\$ 190	\$ 150

* If use drops below number required for rate assessed due to cancellations, rental fee will be assessed from applicable rental period stated above.

*** CANCELLATION POLICY ***	
If 45 or more days notice	Full Refund rental rate and deposit
If less than 45 days notice	City keeps deposit and one day rental
If rental 3 consecutive days or more	Cancel 60 days in advance – Full refund
If rental 3 consecutive days or more	Cancel less than 60 days in advance – City keeps deposit and one day rental

Community Center (Railroad Depot) Rental Miscellaneous Fees	
Security Deposit	\$ 150
Screen Remote Deposit	\$ 65
Screen Usage Fee	\$ 10
Sound System Usage Fee	\$ 40
Re-hanging of ceiling noise baffles (per hour basis)	\$ 55
Lost key fee	\$ 106
Cleaning (if more than two hours is required – per hour basis)	\$ 75

Note: there is a two hour minimum overtime fee for any City employee called out after work hours for any problems.

Election Fees	
Recount ballot application deposit (per precinct)	\$ 200

Equipment Rental

Equipment rental and dry equipment rates when City must repair damages to City property. Labor costs are in addition to these rates.

Compactor	\$ 35
Compressor	\$ 60
Generator	\$ 80
Push Mower	\$ 25
Backhoe & Attachment	\$ 95
Bucket Truck	\$ 95
Cement Mixer	\$ 45
Chainsaw	\$ 30
Cut Off Saw	\$ 25
Drain Cleaner	\$ 50
Dredge	\$ 200
Dump/Flat Bed	\$ 65
Dump Trucks (8 yard)	\$ 105
Garbage Truck	\$ 100
Graders	\$ 122
Hot Patcher	\$ 75
Jumping Jack	\$ 35
Front End Loader	\$ 98
Riding Mower	\$ 55
Paver	\$ 65
Pickup Truck	\$ 40
Plow/Sand Truck (large)	\$ 105
Pressure Washer	\$ 25
Road Striper Power Liner	\$ 45
Rototiller	\$ 35
Snow Blower	\$ 210
Spreader	\$ 25
Steam Truck	\$ 95
Street Sweeper	\$ 98
Trac Star Fusion Machine (per hour, 4 hour min) monthly price = \$19,000, monthly fee can be pro-rated	\$ 115
Trailer	\$ 55
Trash Pump	\$ 25
Vactor	\$ 95
Water/Sewer/Maintenance Utility Trucks	\$ 40
Weed Blower	\$ 25
Weed Whacker	\$ 25

False Alarms	
False Burglar Alarm Fees (Within a 12 month period):	
First false alarm	\$ 0
Second false alarm	\$ 0
Third false alarm	\$ 75
Fourth false alarm	\$ 100
Fifth false alarm	\$ 125
Sixth false alarm	\$ 150
Seventh false alarm	\$ 175
Eighth false alarm	\$ 200
Ninth false alarm	\$ 225
Tenth false alarm	\$ 250
Each false alarm in excess of ten	\$ 300
False Fire Alarm Fees (Within a 12 month period):	
First false alarm	\$ 0
Second false alarm	\$ 300
Third false alarm	\$ 350
Fourth false alarm	\$ 400
Each false alarm in excess of four	\$ 400

Fire Equipment Items	
Fire/Rescue Apparatus, each (Includes STD Tools on Vehicle) ** (per day)	\$ 500
Portable Fire Pumps ** (per hour)	\$ 50
Portable Tank (per day)	\$ 50
Fire Hose, each section (all sizes) (per day)	\$ 20
Self-contained Breathing Apparatus (SCBA) ** (per day)	\$ 100
SCBA Spare Cylinder (includes refilling) (per day)	\$ 25
Additional fees will be charged for replacement of consumable items used (i.e. fuel for fires, wood supplies, etc.)	

** Additional fees will be charged for an Operator/Supply Officer of these items at the rate of \$18 per hour.

Fire Training Center Rental Fees	
Classroom, each (per day, includes A/V and restrooms)	\$ 150
Copy machine (per copy)	\$.25
CPR Mannequins, each (per day)	\$ 20
First-aid Training Kit (per day)	\$ 10
Airway Training Kit (per day)	\$ 20
Firefighting Small Classroom Props (per day)	\$ 10
Fire Behavior Carmody Kit (per day)	\$ 20
Hydrant Cutaway Large Prop (per day)	\$ 20
Pump Cutaway Large Prop (per day)	\$ 20
Training ground (per day, includes hydrant usage and field)	\$ 100

Fire Training Ground Items	
Smoke house (per hour)	\$ 50
Smoke Generator Machine ** (per day)	\$ 50
Tower Building and Burn Room (per hour)	\$ 50
Vehicle Extrication Training Grounds (per day – approximately)	\$ 100
Roof Simulator ** (per hour)	\$ 30
Hazmat Props (per hour)	\$ 20
Live Fire Class A Exterior Props ** (per hour)	\$ 20
Live Fire Class B Exterior Props ** (per hour)	\$ 50
Portable Fire Extinguishers 2.5 LB (per day)	\$ 10
Portable Fire Extinguishers 20 LB (per day)	\$ 10
Portable Fire Extinguishers 10 LB (per day)	\$ 15

Miscellaneous	
Notary fee (per act)	\$ 5
	\$ 30
Administrative fees on credit card charges of \$5,000 or higher (in person or phone transactions only)	3%

MTA Events Center	
Events Center Rental (ice covered) per day	\$ 2,500
Events Center Rental (dry floor) per hour, minimum 3 hours – up to 8 hours	\$ 100 150
Events Center Rental (dry floor) per day	\$ 1,500 \$1,000
Prime Ice Hour (September through March) (M-F 5 – 10 pm) (Sat-Sun 6 am – 10 pm) (Per hour)	\$ 230 200
Non-Prime Ice Hour (M-F 8:00 AM – 5:00 PM) (Per hour)	\$ 180 155
Paid Gate (Ice) Event Hourly Per Hour	\$ 255 220
Curling per hour	\$ 180 155
Curling Stone Rental Monthly	\$ 100
Public Skate Youth Ages 5-16 (4 & under 5 – Free) Helmet Mandatory	\$ Free 4
Public Skate Adult Ages 17-59	\$ 5
Public Skate Senior Ages 60+	\$ 4
Public Skate Family Pass (up to 4 people, each additional is \$2 4)	\$ 15
Public Skate Youth & Senior 10 punch card (Ages 5-16 , 60+)	\$ 35
Public Skate Adult 10 punch card (Ages 17-59)	\$ 45
Freestyle all ages	\$ 5
Freestyle 5 punch card	\$ 25
Skate Rental	\$ 3
Skate Rental 10 punch card	\$ 25
Skate Sharpen	\$ 7
Skate Sharpen 10 punch card	\$ 60
Shinny Hockey (by age group, full gear required)	\$ 7
Shinny Hockey 10 punch card (by age group, full gear required)	\$ 60
Stick Time (Helmets & gloves required)	\$ 5
Stick Time 10 punch card (Helmets & gloves required)	\$ 45
Broomball (Helmets & gloves required)	\$ 5
Birthday Party (up to 15 skaters, \$5 per additional skater)	\$ 100 75
School/Youth Organization Group Rate (per skater)	\$ 3
Homeschool Hockey (per person)	\$ 8

Homeschool Hockey 5-Punch Card	\$	40
Gym (daily)	\$	5
Gym (monthly)	\$	25

Neighborhood Park Development Fee Schedule		
Dwelling Type:		
Single Family (per dwelling unit)	\$	200
Multi-family (per dwelling unit)	\$	150
Mobile home (per dwelling unit)	\$	150

Palmer Public Library Fees		
Overdue items (per day, maximum \$5 per item)	\$.25
Library community room rental (per hour with two hour minimum)	\$	25
Library community room rental (nonprofit – annually, entitles renter one use per month)	\$	100
Copying fee (per page)	\$.25
Replacement library cards	\$	3
Temporary card (4 months)	\$	10
Damaged Books		
TBD = To Be Determined		
Chewed edge corner (per corner)	\$	2
Defaced pages (per page or replacement cost)	\$	2
Torn pages in book that cannot be repaired (replacement cost)	\$	TBD
Torn pages in book that can be repaired (per page)	\$	2
Repeated dog eared pages (per book)	\$	2
Chewed spine (top or bottom)	\$	2
Rebinding (replacement cost of item plus administrative fee)	\$	TBD
Water/fluid damage (replacement cost plus administrative fee)	\$	TBD
Mildew (replacement cost plus administrative fee)	\$	TBD
Missing barcodes and spine labels on any library item (per item)	\$	1
Missing or damaged any library item jacket or case	\$	2
Lost or Damaged book Bag (replacement cost)	\$	TBD
Items returned to wrong book drop	\$	1
Administrative reprocessing fee for lost or damaged books, DVD, audios, E-Readers	\$	5
Damaged Videos/DVDs/CDs:		
Damaged video, DVD, or CD (actual cost of repair plus administrative fee)	\$	TBD
Taping over a library video (replacement cost plus administrative fee)	\$	TBD
Broken or lost case	\$	5
Damaged Audio Tapes:		
Replacement (actual replacement cost)	\$	TBD
Equipment:		
E-Readers (actual replacement cost)	\$	TBD
Equipment loaned out (per day) plus \$100 refundable deposit	\$	5
Damages to equipment (actual repair cost plus administrative fee)	\$	TBD

Permits	
Itinerant Vendor permit	\$ 50
Fence permits	\$ 26
Non-electrical sign permit (base fee plus \$1.50 per sq. ft of sign area)	\$ 25
Electrical sign permit (base fee plus \$3 per sq. ft of sign area)	\$ 50
Loud equipment permit (valid for eight hours)	\$ 25
Noise permit	\$ 25
Water/Sewer Permits:	
Connection fee – water (new construction)	\$ 400
Connection fee – sewer (new construction)	\$ 400
Disconnect/abandonment fee – water (back to main)	\$ 500
Disconnect/abandonment fee – sewer (back to main)	\$ 500
Encroachment Permit (before construction)	\$ 150
Encroachment Permit (after construction)	\$ 250

Public Information Requests	
Copies (per page)	\$.25
Copies of drawings, plans, books, etc. – actual cost	\$
Audio recording (per meeting)	\$ 15
Public Safety audio recordings (per individual incident)	\$ 20
Police Video Recording (per individual incident)	\$ 20
Fire Report Copy	\$ 20
Charge for staff time above five hours for research/copying costs – actual personnel cost	\$

Sales Tax	
Sales Tax Rate (\$1,000 cap per item/service)	3%
Sales Tax – late filing fee	\$ 25
Sales Tax – delinquency tax interest rate – per year	15%
Sales Tax – late payment penalty	
a penalty of 5% of the tax for each month late or fraction there of after the due date, until total penalty of 25% has been accrued.	\$
Sales Tax – collection upon sale – failure to collect	\$ 150
Sales Tax – lien for tax, interest, and administration costs for penalties violation	\$ 150
Sales Tax – PMC 3.16.260 – violation	\$ 150
Contractor Certification of Exemption (for sales tax/per calendar year)	\$ 250
Owner/Builder Exemption (for sales tax/per calendar year)	\$ 30

Special Assessments	
Special Assessment District billing fee	\$ 3
Special Assessment Interest Rate	3%
Special Assessment Penalty Rate	3%

Utilities	
Deposit – water and sewer (new active customers)	\$ 100
Utility late fees (percentage of balance owed)	10%
Service call fee	\$ 25
Connection/Disconnect fee	\$ 25
Door tag fee for non-payment of prior months' utility bill	\$ 15
Transfer Tenant Utilities to Landlord for non-payment	\$ 15
Miscellaneous Repair Work hourly labor rate, contact the Department of Public Works for material costs	\$ 50
After Hours/Holiday/Weekend Inspection Fee (hourly)	\$ 125
Online Utility Payments Convenience Fee (transaction limit - \$5,000)	\$ 2.25
Monthly Water Rates:	
0 to 5,000 gallons (plus meter charge plus sales tax)	\$ 19.35
Over 5,000 gallons (plus meter charge and \$0.387 per 100 gallons plus sales tax)	\$ 19.35
Monthly Wastewater Rates:	
0 to 5,000 gallons (plus sales tax)	\$ 38.95
Over 5,000 gallons (plus \$0.779 per 100 gallons plus sales tax)	\$ 38.95
Dump Station Fee (per month)	\$ 180
Monthly Meter Charges:	
5/8" meter (plus sales tax)	\$ 14.95
3/4" meter (plus sales tax)	\$ 21.55
1" meter (plus sales tax)	\$ 38.10
1 1/2" meter (plus sales tax)	\$ 86.05
2" meter (plus sales tax)	\$ 152.55
3" meter (plus sales tax)	\$ 342.40
4" meter (plus sales tax)	\$ 610.10
6" meter (plus sales tax)	\$ 1,372.70
8" meter (plus sales tax)	\$ 2,440.30
Hydrant Meter Connection (3" Bulk) (per month plus \$.01 per gallon) (plus sales tax)	\$ 291
Monthly Unmetered Wastewater Service Rates:	
Unmetered wastewater service flat rate, 4 inch service line (plus sales tax)	\$ 45.00
Unmetered wastewater service flat rate, 6 inch service line (plus sales tax)	\$ 65.00

Summer Sewer Rates:**Residential Rates:**

Because summer month water consumption for residential customers increases due to lawn and garden irrigation without a related increase in the use of sewer service, residential customers shall be charged for water actually used for each month of the year, but their sewer service charges for each of the billing cycles to include the months of May, June, July and August shall be set to the flat rate fee equivalent to 0 - 5000 gallons of waste water usage plus sales tax as outlined in the current fee schedule.

Commercial Rates:

Commercial users may install separate water meters to meter water used exclusively for irrigation purposes during the months of May, June, July and August, provided that the commercial customer pays for the purchase and installation of a separate water meter for that purpose, and such installation is approved by the utility. The customer shall pay fees for all water used, but the amount of water used for irrigation through an irrigation system water meter will be deducted from the commercial account's total metered water consumption for the purpose of calculating monthly charges for sewer service.

Treatment Rates:	
0 - 5000 gallons (plus sales tax)	\$ 56.80
Over 5001 gallons (plus \$1.10 per 100 gallons) (plus sales tax)	\$ 56.80
Solid Waste Collection:	
Weekly refuse collection service (per month plus sales tax) 96 gallon can	\$ 28
Weekly refuse collection service (per month plus sales tax) 64 gallon can	\$ 22
Each additional container/bag 30 lb or less (per item)	\$ 5
64 and 96 gallon Residential Container Replacement cost	\$ 100
Oversize/special Item Collection/Disposal Fee	\$ 30
Freon Removal Fee	\$ 25
On-Call Dumpster (Residential Only) Monthly Fee	\$ 50
On-Call Commercial Dumpster (other Dumpster Service Required) – Monthly Fee	\$ 50
Disconnected Utility Container Removal Fee	\$ 10
Container Loss Recovery Fee	\$ 25
Container Delivery/Removal fee	\$ 10
Unscheduled Service Fee (different collection vehicle required)	\$ 40
Three Cubic Yard Container - Residential - each dump (plus sales tax)	\$ 30
Four Cubic Yard Container - Residential - each dump (plus sales tax)	\$ 38
Eight Cubic Yard Container - Residential - each dump (plus sales tax)	\$ 74
Three Cubic Yard Container – Commercial – Monthly fee (for one dump per week) (plus sales tax)	\$ 120
Three Cubic Yard Container – Commercial – Monthly fee (for two dumps per week) (plus sales tax)	\$ 240
Three Cubic Yard Container – Commercial – Monthly fee (for three dumps per week) (plus sales tax)	\$ 360
Four Cubic Yard Container – Commercial – Monthly fee (for one dump per week) (plus sales tax)	\$ 152
Four Cubic Yard Container – Commercial – Monthly fee (for two dumps per week) (plus sales tax)	\$ 304
Four Cubic Yard Container – Commercial – Monthly fee (for three dumps per week) (plus sales tax)	\$ 456
Eight Cubic Yard Container – Commercial – Monthly fee (for one dump per week) (plus sales tax)	\$ 296
Eight Cubic Yard Container – Commercial – Monthly fee (for two dumps per week) (plus sales tax)	\$ 592
Eight Cubic Yard Container – Commercial – Monthly fee (for three dumps per week) (plus sales tax)	\$ 888
Locking Dumpster (three or four yard includes delivery and pickup)	\$ 175

**City of Palmer
Resolution No. 21-032**

Subject: A Resolution Appropriating the Coronavirus State and Local Fiscal Recovery Funds Award to Non-Entitlement Units of Local Governments (NEUs) from the Alaska Department of Commerce, Community and Economic Development

Agenda of: August 24, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: John Moosey, City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ **\$1,799,820.57**

This legislation (√):

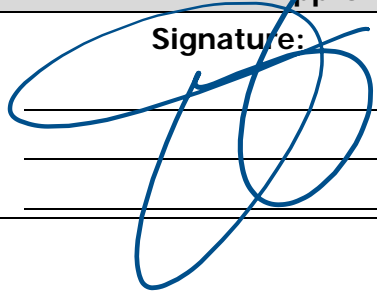
- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted 56-00-00-3330 CSLFRFA Revenue; 56-01-50-6XXX

Director of Finance Signature: 

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u></u>	_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. Resolution No. 21-032
2. State of Alaska Department of Commerce, Community, and Economic Development Coronavirus Local Fiscal Recovery Fund Agreement

Summary Statement/Background:

On March 11, 2021, President Biden signed into law the \$1.9 trillion relief bill commonly referred to as The American Rescue Plan Act of 2021 (ARPA). Included in ARPA was the Coronavirus State and Local Fiscal Recovery Funds to provide \$350 billion in emergency funding for eligible state, local, territorial and Tribal governments. For local governments under 50,000 in population, considered Non-Entitlement Units of Local Government (NEUs) funding will be passed down through the State based on the NEUs population in comparison to total population of NEUs in the State.

On July 6, 2021, City Council approved Resolution No. 21-024 accepting the Coronavirus State and Local Fiscal Recovery Funds Award for NEUs from the Alaska Department of Commerce, Community and Economic Development and authorizing the City Manager to negotiate and execute all documents required for issuing and managing the funds on behalf of City.

On July 27, 2021, the City received the Coronavirus Local Fiscal Recovery Fund Agreement and appendixes A through E. The total award the City of Palmer is to receive is \$1,799,820.57. The City will receive this award in two tranches. The first installment will be received upon receipt of the signed agreement and the second installment will be made one year from the first installment.

Reporting requirements for the NEUs is annually to the Federal Treasury Department by October 31.

The intent of these funds is to be used at the Wastewater Treatment Plant Facility Phase 2 engineering, constructing and installing secondary clarifiers.

Administration's Recommendation:

Approve Resolution No. 21-032

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey

Date: August 24, 2021

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Resolution No. 21-032

A Resolution of the Palmer City Council Appropriating the Coronavirus State and Local Fiscal Recovery Funds Award to Non-Entitlement Units of Local Government (NEUs) from the Alaska Department of Commerce, Community and Economic Development in the amount of \$1,799,820.57

WHEREAS, the City of Palmer wishes to provide the above described funds for the community of Palmer; and,

WHEREAS, the Coronavirus State and Local Fiscal Recovery Funds can be used for water and sewer infrastructure; and,

WHEREAS, the Palmer Waste Water Treatment Plant Facility Phase 2 qualifies for these funds.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Palmer City Council hereby appropriates the Coronavirus State and Local Fiscal Recovery Funds in the amount of \$1,799,820.57 for use at the Palmer Wastewater Treatment Plant Facility Phase 2;

Approved by the Palmer City Council this ____ day of _____, 2021.

Edna B. DeVries, Mayor

Nichole Degner, Interim City Clerk



DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC
DEVELOPMENT
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS
Coronavirus Local Fiscal Recovery Fund Agreement

NEU Recipient # AK0100	EIN 92-000194	Vendor # CIP84644	Amount of Federal Funds \$1,799,820.57	CFDA 21.027
GAE	Appropriation Unit 085601269	Period of Performance December 31, 2024	Project Title Coronavirus Local Fiscal Recovery Fund	
Non-Entitlement Unit of Local Government (NEU)			Department Contact Person	
Local Gov't Name City of Palmer		DUNS # 037411071	Name Kimberly Phillips	
Street/PO Box 231 W. Evergreen Avenue		Title Grants Administrator II		
City/State/Zip Palmer, AK 99645		Street/PO Box 455 3rd Avenue, Ste 140		
Authorized Representative Name & Title John Moosey, City Manager		City/State/Zip Fairbanks, AK 99701-3110		
Phone (907) 761-1317	Email jmoosey@palmerak.org	Phone (907) 451-2718	Email DCRA.ARPA@alaska.gov	
Contact Person (if any) Name & Title Gina Davis, Finance Director				
Phone (907) 761-1314	Email gdavis@palmerak.org			

AGREEMENT

This Coronavirus Local Fiscal Recovery Fund Agreement ("**Agreement**") is between the Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter "**Department**") and the City of Palmer (hereinafter "**NEU**"). The Department and NEU agree:

I. Purpose. The purpose of this Agreement is to establish terms whereby the Department will distribute funds to NEU in accordance with the American Rescue Plan Act of 2021 and U.S. Department of Treasury Interim Final Rule 31 CFR Part 35 and to establish related obligations of the parties.

II. Contract. The Agreement consists of this page, Appendices referenced herein, and any duly executed amendments to this Agreement.

- Appendix A: Award Terms and Conditions Agreement
- Appendix B: NEU Financial Institution Information
- Appendix C: Agreed Terms
- Appendix D: Assurances of Compliance with Title VI of the Civil Rights Act of 1964
- Appendix E: Total NEU Budget Certificate

Non-Entitlement Unit of Local Government	Department
NEU Signature	DCCED Signature
Printed Name and Title of Authorized Representative John Moosey, City Manager	Printed Name and Title Pauletta Bourne, Grants Administrator III
Date	Date

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:	DUNS Number:
	Taxpayer Identification Number:
	Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Appendix B
NEU Financial Institution Information

The Department will distribute NEU's Award in accordance with the instructions provided by NEU in this Appendix B.

For purposes of receiving its Award, NEU directs the Department to issue payments as follows **(initial only one)**:

- | <u>Initials</u> | <u>Payment Direction</u> |
|-----------------|--|
| _____ | Issue all payments to NEU using financial information currently on file with the State of Alaska. The Department may rely on existing financial information for NEU within the state's systems to issue all payments associated with this Agreement. The Authorized Representative for NEU hereby certifies that the financial information for NEU on file with the State of Alaska is accurate and up-to-date; |
| _____ | Issue all payments to NEU via check to the address provided by NEU on page 1 of the Agreement; or |
| _____ | Issue all payments to NEU in accordance with the attached Electronic Payment Agreement. |

NEU Additional Instructions (if any):

NEU hereby agrees to the terms of this Appendix B.

NEU Name: _____

Signature of Authorized Representative

Title:

Date:

Appendix C Agreed Terms

The Department and NEU agree as follows:

1. Department's Role

The Department is required to allocate and distribute the Local Fiscal Recovery Fund payment received from the U.S. Department of the Treasury ("Treasury") to NEU in accordance with sections 602 and 603 of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

2. NEU is prime recipient.

NEU is the prime recipient of the Coronavirus State and Local Fiscal Recovery Fund Award (the "Award") issued to NEU and is independently responsible for compliance with the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (Appendix A). NEU is not a subrecipient.

3. Mandatory Information and Documentation

The Department may not initiate payment of an Award until receipt of the following information and documentation from NEU:

- (a) Completed and signed Agreement (which provides the local government's name; EIN/TIN; DUNS number; address, Entity's Taxpayer Identification Number; DUNS number; address; Authorized representative name, title, and email, etc.);
- (b) NEU's financial institution information (e.g., routing and account number, financial institution name and contact information; see Appendix B);
- (c) Total NEU budget (see Appendix E);
- (d) Executed Award Terms and Conditions Agreement (as provided by Treasury; see Appendix A); and,
- (e) Executed "Assurances of compliance with Title VI of the Civil Rights Act of 1964" (as provided by Treasury; see Appendix D).

Once an NEU has submitted the mandatory information and documentation, the Department will process the initial Award distribution.

4. NEU Recipient Number

The Department will assign each NEU a unique "NEU Recipient Number." This number will begin with the two-letter abbreviation for Alaska followed by four numeric digits (e.g. AK0012). NEUs should retain the NEU Recipient Number as an identifying number for the lifecycle of the program, including for reporting purposes.

5. Award Allocation; "75 percent cap"; Return of Funds

The Department is required to allocate and distribute NEU's Award payment in accordance with a formula whereby the award issued is proportional to the population of the NEU in comparison to the total population of all NEUs in the State. However, the total Award distributed may not exceed the amount equal to 75 percent of NEU's "most recent budget" as of January 27, 2020. Treasury defines "most recent budget" to mean an NEU's total annual budget, including both operating and capital expenditure budgets, in effect as of January 27, 2020. The Department may refer to the "most recent budget" as the NEU's total annual budget or reference budget.

The Department will use the documentation provided in response to Appendix E to determine whether the "75 percent cap" applies to an NEU's Award. If an NEU's total allocation is found to be more than 75 percent of the NEU's reference budget, the Department must return the amount of the allocation in excess of the NEU's reference budget to Treasury.

The Department will adopt a uniform standard consistent with Treasury's guidance in order to implement these requirements and will provide technical assistance to NEUs as needed.

6. Payment Tranches; Distribution Deadlines and Extensions

Treasury will make payments from the Local Fiscal Recovery Fund for distribution to NEUs in two tranches. The Department has 30 days to distribute these funds to NEUs, unless the Department receives an extension of the deadline from Treasury.

The Department will issue initial distributions from the First Tranche to each NEU upon receipt of all Mandatory Information and Documentation.

For any NEU that is unresponsive (i.e. the NEU has neither requested funding nor declined allocation), the Department may issue a subsequent distribution of the funds that had been allocated to such non-responsive NEUs among the NEUs that have requested funding.

Treasury will distribute the Second tranche no earlier than 12 months after the date on which the First Tranche payment is paid to the State of Alaska.

7. Compliance with Federal Regulations; Cooperation by NEU

The Department is required to confirm that the NEU is not excluded or disqualified in compliance with 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19, among other requirements. NEU agrees to cooperate with the Department's reasonable requests in order for the Department to carry out its role in facilitating Award distributions in accordance with federal guidelines.

8. Declined Awards

If the Department receives notification from an NEU that it would like to decline its funding allocation and transfer funds to the State under Section 603(c)(4) of the Act, Treasury will consider this action as a cancellation of the award on the part of the eligible NEU and a modification of the award to the State of Alaska. To decline an Award, the NEU must provide a signed notice to the

Department. The Department must then transmit the notice to Treasury as part of its interim report due August 31, 2021 (or as part of a subsequent report, if applicable).

If the NEU does not provide such notice, it will remain legally obligated under the award with respect to accounting for the uses of the funds and the reporting on such uses. Treasury has indicated that it will provide a standard notice form that will be required for this use; however, the standard notice is unavailable as of July 1, 2021. In the interim, NEUs are instructed to utilize the Department's prepared form, which is available upon request.

9. No Additional Conditions or Requirements

The Department may not impose additional conditions or requirements on distributions to NEUs, beyond those permitted by American Rescue Plan Act, the Interim Final Rule, and Treasury's guidance. For example, the Department may not impose stricter limitations than permitted by statute or Treasury regulations or guidance on an NEU's use of funds based on the NEU's proposed spending plan or other policies. The Department may not offset any debt owed by the NEU against the NEU's distribution or provide funding on a reimbursement basis.

10. Reporting

As prime recipients of the Award, NEUs are required to report to Treasury on the use of funds on the forms and by the dates provided by the United States Department of the Treasury. The Department will provide NEUs with the reporting guidance provided by Treasury, which is forthcoming.

The Department shall keep records and submit information on allocations and distributions to NEUs with the State of Alaska's periodic reports to Treasury.

11. Controlling Documents; New & Revised Treasury Guidance

In the event of inconsistency between these Agreed Terms and either the (a) Award Terms and Conditions (Appendix A), or (b) the American Rescue Plan Act, Interim Rule, and guidance documents issued by Treasury, as amended from time to time (collectively "Controlling Documents"), the requirements of the Controlling Documents shall supersede any requirement provided herein.

Should Treasury issue any new or revised guidance documents after the effective date of this Agreement, the Department will adjust its procedures as needed to comply with the new or revised guidance and will communicate any such changes with NEUs.

12. Ongoing Assistance

The Department is available to provide ongoing assistance to NEUs for the NEU's compliance requirements to Treasury. NEUs should review Section 603 of the Social Security Act, Treasury guidance documents (available on Treasury's website), including fact sheets and regularly updated FAQs.

Please route all inquiries regarding ARPA NEU awards to DCRA.ARPA@alaska.gov.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

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Appendix E
Total NEU Budget Certificate

NEU must provide the Department with a Total NEU Budget (defined as an NEU's total annual budget, including both operating and capital expenditure budgets, in effect as of January 27, 2020) or Top-Line Expenditure Total (permitted in exceptional cases in which an NEU does not adopt a formal budget) in order for the Department to initiate payments.

The Total NEU Budget or Top-Line Expenditure Total may be provided with the ARPA Resolution Accepting Funds, upon execution of this Agreement, or as otherwise agreed by NEU and the Department.

NEU hereby certifies that (1) it has provided the Department with a Total NEU Budget or Top-Line Expenditure Total, and (2) that the Total NEU Budget or Top-Line Expenditure Total provided is accurate.

NEU Name: _____

Signature of Authorized Representative

Title:

Date: