



March 27, 2020

Ms. Makayla Bealer
City of Milford
26 South 100 West; PO Box 69
Milford, UT 84751

RE: Award Recommendation Letter
Schedule I – Rehabilitate Runway 16/34 (75 ft x 5,004 ft)
Milford Municipal Airport/Ben and Judy Briscoe Field –Milford, Utah
AIP No. 3-49-0019-014-2019 & 015-2020 | ACI No. 196587/206634

Dear Ms. Bealer:

Bids were received for the above noted project on March 25, 2020. Four (4) bids were received and are shown in the attached bid tabulation.

The bids were reviewed for math errors, bid bonds and other items of responsiveness. All four (4) bids appear to be responsive. A general review of each bid is summarized below:

CONTRACTOR	5% Bid Bond Included	Req'd Proposal Sheets Included	Addenda Ack'd	Listed on Federal Disbarred Contractors List ¹
Mel Clark Inc.	Yes	Yes	Yes	No
Sunroc Corporation	Yes	Yes	Yes	No
Staker & Parson	Yes	Yes	Yes	No
JP Excavating, Inc	Yes	Yes	Yes	No

A DBE goal of 1.27% was established for this project. Mel Clark Inc. has committed to a DBE utilization of at least 1.27% through subcontracting with Straight Stripe Painting for pavement markings and marking removal.

A great deal of effort was put forth to attract bidders to this project. A total of thirteen (13) sets of plans and specifications were sent out to potential bidders, plan rooms, and suppliers. The advertisement for bids for the project was published for three (3) consecutive weeks prior to the bid opening. A pre-bid conference was held onsite to answer questions and show the project to potential bidders.

Based on conversations with FAA ADO staff, it is believed that sufficient funds are available for the budget listed below.

Our recommendation is to award Schedule I to Mel Clark Inc for a total contract amount of \$1,571,768.50 upon receiving concurrence from the FAA Program Manager.

The following budget needs to be developed for AIP No. 3-49-0019-014-2019 & 015-2020 consisting of:

Schedule I: Rehabilitate Runway 16/34 (75 ft x 5,004 ft)

DESCRIPTION	AMOUNT
Construction	
Schedule I (no bid alternate)	\$1,571,768.50
Construction Total	\$1,571,768.50
Engineering	
2019 Design Costs Carried Forward	\$137,652.00
Construction Engineering	\$257,610.00
Engineering Total	\$395,262.00
Administration	
Admin Expenses (Estimated)	\$2,000.00
Administration Total	\$2,000.00
Total Project Cost	\$1,969,030.50
Budget Summary	
FAA Share 90.63%	\$1,784,532.34
State Share 4.685%	\$92,249.08
Local Share 4.685%	\$92,249.08

We will send the Notice of Award for signature once approval is received from the FAA Program Manager and a FAA Grant Agreement is executed.

If you have any questions regarding this matter, please contact our office. We look forward to getting this project completed.

Sincerely,
ARMSTRONG CONSULTANTS, INC.



David J. Hartmann, P.E.
Vice President

Enclosures: Bid Tabulation

cc: Ms. Paulette Lugo, FAA - Denver ADO
Mr. Mathew Swapp, UDOT





BID TABULATION

**Milford Municipal Airport / Ben and Judy Briscoe Field
Milford, Utah
Reconstruct Runway 16/34
AIP No. 3-49-0019-014-2019 / 015-2020
ACI No. 196587
Bid Opening: March 25, 2020 at 1:30 p.m. MDT**

					Engineer's Estimate		Mel Clark, Inc.		Sunroc Corporation		Staker and Parson, Co. DBA Hales Sand and Gravel		JP Excavating, Inc.	
Item No.	Spec No.	Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule I - Rehabilitate Runway 16/34 (75 ft x 5,0004 ft)														
1	C-100	Contractor Quality Control Program (CQCP)	1	LS	\$ 110,000.00	\$ 110,000.00	\$ 30,500.00	\$ 30,500.00	\$ 19,000.00	\$ 19,000.00	\$ 23,500.00	\$ 23,500.00	\$ 25,000.00	\$ 25,000.00
2	C-102	Temporary Air and water Pollution, Soil Erosion, and Siltation Control	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
3	C-105	Mobilization	1	LS	\$ 200,000.00	\$ 200,000.00	\$ 72,000.00	\$ 72,000.00	\$ 120,000.00	\$ 120,000.00	\$ 175,000.00	\$ 175,000.00	\$ 120,000.00	\$ 120,000.00
4	P-101	In-Place Base Course Removal	41,990	SY	\$ 1.50	\$ 62,985.00	\$ 0.85	\$ 35,691.50	\$ 1.85	\$ 77,681.50	\$ 1.40	\$ 58,786.00	\$ 1.74	\$ 73,062.60
5	P-152a	Shoulder Grading	13,300	SY	\$ 2.00	\$ 26,600.00	\$ 1.20	\$ 15,960.00	\$ 1.50	\$ 19,950.00	\$ 1.75	\$ 23,275.00	\$ 5.70	\$ 75,810.00
6	P-152b	Soft Spot Removal / Over Excavation	1,000	CY	\$ 40.00	\$ 40,000.00	\$ 27.50	\$ 27,500.00	\$ 42.00	\$ 42,000.00	\$ 31.50	\$ 31,500.00	\$ 76.00	\$ 76,000.00
7	P-207	In-place Full Depth Recycled (FDR) asphalt aggregate base course (8-Inches)	43,100	SY	\$ 8.00	\$ 344,800.00	\$ 1.35	\$ 58,185.00	\$ 5.40	\$ 232,740.00	\$ 7.00	\$ 301,700.00	\$ 3.39	\$ 146,109.00
8	P-401a	Asphalt Surface Course (4-Inches)	10,560	TON	\$ 75.00	\$ 792,000.00	\$ 121.50	\$ 1,283,040.00	\$ 56.00	\$ 591,360.00	\$ 107.50	\$ 1,135,200.00	\$ 117.00	\$ 1,235,520.00
9	P-401b	Asphalt Binder	740	TON	\$ 700.00	\$ 518,000.00	\$ 5.00	\$ 3,700.00	\$ 760.00	\$ 562,400.00	\$ 0.01	\$ 7.40	\$ 0.50	\$ 370.00
10	P-603	Bituminous Tack Coat	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
11	P-620a	Temporary Marking	25,900	SF	\$ 1.50	\$ 38,850.00	\$ 0.63	\$ 16,317.00	\$ 0.70	\$ 18,130.00	\$ 0.56	\$ 14,504.00	\$ 1.04	\$ 26,936.00
12	P-620b	Marking	25,900	SF	\$ 1.00	\$ 25,900.00	\$ 0.35	\$ 9,065.00	\$ 0.40	\$ 10,360.00	\$ 0.31	\$ 8,029.00	\$ 0.81	\$ 20,979.00
13	P-620c	Reflective Media, Type I, Gradation A	1,600	LBS	\$ 1.00	\$ 1,600.00	\$ 0.60	\$ 960.00	\$ 0.65	\$ 1,040.00	\$ 0.53	\$ 848.00	\$ 0.85	\$ 1,360.00
14	L-125	Adjust Light Fixture Riser	26	EA	\$ 500.00	\$ 13,000.00	\$ 725.00	\$ 18,850.00	\$ 1,550.00	\$ 40,300.00	\$ 1,272.00	\$ 33,072.00	\$ 1,500.00	\$ 39,000.00
TOTAL SCHEDULE I					\$ 2,173,735.00		\$ 1,571,768.50		\$ 1,734,961.50		\$ 1,805,421.40		\$ 1,840,146.60	



BID TABULATION

Milford Municipal Airport / Ben and Judy Briscoe Field
 Milford, Utah
 Reconstruct Runway 16/34
 AIP No. 3-49-0019-014-2019 / 015-2020
 ACI No. 196587
 Bid Opening: March 25, 2020 at 1:30 p.m. MDT

					Engineer's Estimate		Mel Clark, Inc.		Sunroc Corporation		Staker and Parson, Co. DBA Hales Sand and Gravel		JP Excavating, Inc.	
Item No.	Spec No.	Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Bid Alternate 1: Asphalt Surface Course Alternate														
1	P-401a	Asphalt Surface Course (4-Inches)	-10,560	TON	\$ 75.00	\$ (792,000.00)	\$ 121.50	\$ (1,283,040.00)	\$ 56.00	\$ (591,360.00)	\$ 107.50	\$ (1,135,200.00)	\$ 117.00	\$ (1,235,520.00)
2	P-403a	Asphalt Mixture Surface Course (4-Inches)	10,560	TON	\$ 70.00	\$ 739,200.00	\$ 119.35	\$ 1,260,336.00	\$ 56.00	\$ 591,360.00	\$ 105.50	\$ 1,114,080.00	\$ 114.00	\$ 1,203,840.00
TOTAL SCHEDULE I					\$ (52,800.00)		\$ (22,704.00)		\$ -		\$ (21,120.00)		\$ (31,680.00)	

Bid Total - Schedule I	Engineer's Estimate		Mel Clark, Inc.		Sunroc Corporation		Staker and Parson, Co. DBA Hales Sand and Gravel		JP Excavating, Inc.	
	\$ 2,120,935.00		\$ 1,549,064.50		\$ 1,734,961.50		\$ 1,784,301.40		\$ 1,808,466.60	

Highlighting denotes correction by Engineer due to Contractor's math error.



City of Milford

P.O. Box 69
Milford, Utah 84751
435 387-2711
Fax: 435 387-2748

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April 1, 2020

Paulette Lugo
Civil Engineer
FAA Denver Airports District Office
26805 E. 68th Avenue, Suite 224
Denver, CO 80249

RE: Concurrence from Sponsor: Milford Municipal Airport ~Rehabilitate Runway 16/34

Dear Ms. Lugo:

Milford City concurs with the award recommendation letter from Armstrong dated March 27, 2020 in regards to the Rehabilitation of the Milford Municipal Runway. We support awarding Schedule 1 to Mel Clark Inc for a total contract amount of \$1,571,768.50.

We appreciate your consideration in this matter. Should you have questions regarding this request, please feel free to contact City Administrator, Makayla Bealer at 435.387.2717 or at mbealer@milford.utah.gov.

Sincerely,

Nolan C. Davis
Mayor

Sincerely,

Makayla Bealer
City Administrator



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Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

April 1, 2020

Ms. Makayla Bealer
City Administrator
Milford Municipal Airport
26 South 100 West
Mildford, UT 847751

Milford Municipal Airport
Milford, Utah
AIP: 3-49-0019-015-2020
Concurrence in Award

Dear Ms. Bealer:

We have reviewed the bid documents, and concur with your recommendation to award Mel Clark Inc for schedule 1, in the amount of \$1,571,768.50. Furthermore, we accept your statement that the cost is reasonable based on the price/cost analysis performed by you or your consultant. Please maintain a copy of your price/cost analysis for future audit purposes.

You are reminded that your Disadvantage Business Enterprise (DBE) Accomplishments reports are due annually by on December 1 for the previous Fiscal Year. Details regarding the Federal Aviation Administration (FAA) Airport DBE Program can be found at the address below:

http://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/

FAA regulations require the sponsor certify that adequate construction supervision and inspection have been arranged. Also, the sponsor ensures that construction conforms to the approved plans and specifications.

Please provide us with the following documents:

1. One copy of the executed contract.
2. A copy of the Notice to Proceed so we will be aware of the beginning construction date. This should be provided only after the sponsor determines that all necessary contracts, bonds, certificates of insurance, etc., are satisfactory, so that a Notice to Proceed may be issued to the contractor.

A preconstruction conference should be scheduled after the contract is awarded. Please inform us of the time and place of this meeting. The contractor's construction schedule and the overall project should be discussed. We will attempt to attend this meeting, however, in the event that we cannot attend the meeting, please include the FAA preconstruction guidance package, in the agenda for your preconstruction meeting. This information can be found in Advisory Circular 150/5370-12. Please provide us with a copy of the minutes of the meeting and a list of those in attendance.



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Denver, CO 80249

Federal participation is contingent upon construction conforming to the approved plans and specifications. To accomplish this, your resident engineer and inspectors must be familiar with the specification requirements and perform testing as required.

Copies of all test results should be available, during construction, at the job site for our review. In addition, Construction Progress and Inspection Reports, using FAA Form 5370-1 must be submitted on a weekly basis during construction.

Changes to the plans and specifications should be made by change order or supplemental agreement. Approval by the FAA should be obtained prior to performing the work to be eligible for participation.

Complete a Strategic Events Submission Form and forward to appropriate FAA Air Traffic Organization (ATO) Planning & Requirements office for any project that requires temporary shutdown of a facility.

If you have questions regarding your responsibilities during construction, please call me at (303) 342-1256.

Sincerely,

Paulette Lugo,
Airport Engineer, DEN 612
Denver ADO



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Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

May 11, 2020

The Honorable Nolan Davis
Mayor, Milford City
26 South 100 West
Milford, UT 84751

Dear Mayor Davis:

We are enclosing an electronic copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-49-0019-015-2020 at the Milford Municipal/ Ben and Judy Briscoe Field. Please read this letter and the Grant Offer carefully.

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

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than May 29, 2020, in order for the grant to be valid.
- The Sponsor's attorney must sign and date the grant agreement *after* the Sponsor.
- You may not make any modification to the text, terms or conditions of the grant offer.
- A final, .pdf copy of the grant will be e-mailed once all parties have signed.

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

The terms and conditions of this agreement require you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

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

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:

1. Non-construction project: Due annually at the end of the Federal fiscal year.
2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

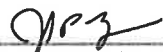
Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. **A copy of a "Single Audit Certification Form" will be sent separately via email.** Please complete and return a copy to our office and keep a copy for your files.

Paulette Lugo is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Paulette Lugo at (303) 342-1256.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


John P. Bauer (May 11, 2020)

John P. Bauer
Manager, Denver Airports District Office

Enclosures



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>May 11, 2020</u>
Airport/Planning Area	<u>Milford Municipal/Ben and Judy Briscoe Field Airport</u>
AIP Grant Number	<u>3-49-0019-015-2020 (Contract No. DOT-FA20NM-1018)</u>
DUNS Number	<u>050542307</u>

TO: City of Milford, Utah
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 20, 2020, for a grant of Federal funds for a project at or associated with the Milford Municipal/Ben and Judy Briscoe Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Milford Municipal/Ben and Judy Briscoe Field Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 16/34 (phase 2 - construction)

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 Reauthorization grant condition), (b) the Sponsor's acceptance of this Offer, and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,974,529.
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
\$0 for planning;
\$1,974,529 for airport development or noise program implementation; and
\$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before May 29, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal

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

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

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

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

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase for Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA, if requested.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts, and subcontracts
 - 1. Is in addition to all other remedies for noncompliance that are available to us under this award.
21. **Exhibit "A" Property Map.** The Exhibit "A" Property Map date May 2015, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
22. **Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
 3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
 6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
23. **2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

24. **Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated February 28, 2020, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
25. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Utah Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
26. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.00 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the

project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.50 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

27. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will
- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. location of all runways, taxiways, and aprons;
 - b. dimensions;
 - c. type of pavement, and;
 - d. year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 - D. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 1. inspection date;
 2. location;
 3. distress types; and
 4. maintenance scheduled or performed.
 - E. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
28. **Projects Which Contain Paving Work in Excess of \$500,000.** The Sponsor agrees to:
- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
 - D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
29. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26) and, if applicable, its ACDBE Program.
 30. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. 47106(a)(6).

#

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



John P. Bauer (May 11, 2020)

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

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

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

Dated May 12, 2020

CITY OF MILFORD, UTAH

(Name of Sponsor)

Nolan c Davis (May 12, 2020)

(Signature of Sponsor's Authorized Official)

By:

Nolan c Davis

(Printed Name of Sponsor's Authorized Official)

Title:

Mayor

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Leo G. Kanell, acting as Attorney for the Sponsor do hereby certify:

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

Dated May 13, 2020

By

Leo G. Kanell (May 13, 2020)

(Signature of Sponsor's Attorney)

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



FAA Airports

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

Updated: 2/28/2020

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

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

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

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

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

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

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



FAA Airports

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:

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

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4,5,6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.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 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

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

FOOTNOTES TO ASSURANCE C.1.

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

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

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

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

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

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

19. Operation and Maintenance.

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

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

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

30. Civil Rights.

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

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

- c. Duration.

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

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

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

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

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement.

Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

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

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

39. Competitive Access.

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

MLF-NMG-3-49-0019-015-2020-Grant Agreement

Final Audit Report

2020-05-13

Created:	2020-05-11
By:	FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASxOEjP2C3swi-BbalQ2ugXbSUfeYwBvU

"MLF-NMG-3-49-0019-015-2020-Grant Agreement" History

 Document created by FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)

2020-05-11 - 9:18:35 PM GMT- IP address: 155.178.180.14

 Document emailed to John P Bauer (john.bauer@faa.gov) for signature

2020-05-11 - 10:05:07 PM GMT

 Email viewed by John P Bauer (john.bauer@faa.gov)

2020-05-11 - 10:21:23 PM GMT- IP address: 155.178.180.12

 Document e-signed by John P Bauer (john.bauer@faa.gov)

Signature Date: 2020-05-11 - 10:22:08 PM GMT - Time Source: server- IP address: 155.178.180.12

 Document emailed to Nolan c Davis (ndavisfiredist2@hotmail.com) for signature

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 Email viewed by Nolan c Davis (ndavisfiredist2@hotmail.com)

2020-05-12 - 2:48:04 PM GMT- IP address: 205.201.34.133

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Signature Date: 2020-05-12 - 7:52:19 PM GMT - Time Source: server- IP address: 107.77.230.231

 Document emailed to Leo G. Kanell (lgkanell@beaver.utah.gov) for signature

2020-05-12 - 7:52:21 PM GMT

 Email viewed by Leo G. Kanell (lgkanell@beaver.utah.gov)

2020-05-13 - 3:28:44 PM GMT- IP address: 198.71.125.179

 Document e-signed by Leo G. Kanell (lgkanell@beaver.utah.gov)

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- ✓ Signed document emailed to mbealer@milford.utah.gov, Cheryl Porter (cheryl.porter@wyo.gov), FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov), Nolan c Davis (ndavisfiredist2@hotmail.com), and 6 more

2020-05-13 - 3:43:31 PM GMT



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

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon ·
Utah Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

May 7, 2020

The Honorable Nolan Davis
Mayor, City of Milford
26 South 100 West
Milford, Utah 84751

Dear Mayor Davis:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-49-0019-016-2020 for Milford Municipal Airport/Ben and Judy Briscoe Field. This letter outlines expectations for success. Please read and follow the instructions carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than May 29, 2020**, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

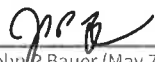
- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

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

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Jesse Lyman by email (jesse.a.lyman@faa.gov) that the grant is administratively and financially closed. We are readily available to assist you and your designated representative with the requirements stated herein. If you have additional questions, please contact Jesse at (303) 342-1262. We sincerely value your cooperation in these efforts.

Sincerely,


John P. Bauer (May 7, 2020)

John P. Bauer, Manager
Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date	May 7, 2020	
Airport/Planning Area	Milford Municipal Airport/Ben and Judy Briscoe Field	
CARES Grant Number	3-49-0019-016-2020	[Contract No. DOT-FA20NM-K1026]
Unique Entity Identifier	05-054-2307	
TO:	City of Milford, Utah (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)	

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

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 21, 2020, for a grant of Federal funds at or associated with the Milford Municipal Airport/Ben and Judy Briscoe Field, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Milford Municipal Airport/Ben and Judy Briscoe Field (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Milford Municipal Airport/Ben and Judy Briscoe Field incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects

may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

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

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 29, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
16. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award

- Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
- 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
- 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

17. Ban on Texting While Driving.

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

18. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not ‐
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity ‐
 - 1. Is determined to have violated a prohibition in paragraph A of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either ‐
 - a. Associated with performance under this award; or

- b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
- 4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

19. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

- 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
- 3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- 5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
20. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


John P. Bauer (May 7, 2020)

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

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

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

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

Dated May 7, 2020

CITY OF MILFORD, UTAH

(Name of Sponsor)

Makayla Bealer

Makayla Bealer (May 7, 2020)

(Signature of Sponsor's Authorized Official)

By: Makayla Bealer

(Typed Name of Sponsor's Authorized Official)

Title: City Admin/Treasurer

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Leo G Kanell, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated May 14, 2020

By: 
Leo G Kanell (May 14, 2020 14:19 MDT)
(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. 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.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

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

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 Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. 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).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.

- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. 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 Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR 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.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 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.

- h. 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).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 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.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 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.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 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.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

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 grant; that an official decision has been made by 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 Grant 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. Good Title.

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.

4. 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. 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 this Grant Agreement.
- c. 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 and conditions of this Grant Agreement.

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

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. 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 Grant 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.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended 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(s) subject to this agreement and all applicable addendums.

8. 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. 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.

9. 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 Part 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.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant 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 for 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."

d. 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, grant, 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, grant, or program.
- e. 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.
- f. 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.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that 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.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

MLF-NMG-3-49-0019-016-2020-Grant Agreement

Final Audit Report

2020-05-14

Created:	2020-05-07
By:	FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXAk9mxR9RXWAaSdf8FvA08H9dl8cp2U4

"MLF-NMG-3-49-0019-016-2020-Grant Agreement" History

-  Document created by FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)
2020-05-07 - 4:52:26 PM GMT- IP address: 155.178.180.14
-  Document emailed to John P Bauer (john.bauer@faa.gov) for signature
2020-05-07 - 5:36:05 PM GMT
-  Email viewed by John P Bauer (john.bauer@faa.gov)
2020-05-07 - 5:39:43 PM GMT- IP address: 162.58.82.136
-  Document e-signed by John P Bauer (john.bauer@faa.gov)
Signature Date: 2020-05-07 - 5:40:28 PM GMT - Time Source: server- IP address: 162.58.82.136
-  Document emailed to Makayla Bealer (mbealer@milford.utah.gov) and ndavisfiredist2@hotmail.com for signature. One of them to sign
2020-05-07 - 5:40:30 PM GMT
-  Email viewed by Makayla Bealer (mbealer@milford.utah.gov)
2020-05-07 - 6:02:46 PM GMT- IP address: 64.233.172.17
-  Email viewed by ndavisfiredist2@hotmail.com
2020-05-07 - 6:13:19 PM GMT- IP address: 205.201.34.133
-  Document e-signed by Makayla Bealer (mbealer@milford.utah.gov)
Signature Date: 2020-05-07 - 6:43:07 PM GMT - Time Source: server- IP address: 216.241.199.63
-  Document emailed to Leo G Kanell (lgkanell@beaver.utah.gov) for signature
2020-05-07 - 6:43:09 PM GMT
-  Email viewed by Leo G Kanell (lgkanell@beaver.utah.gov)
2020-05-14 - 8:16:44 PM GMT- IP address: 64.233.172.5



POWERED BY
Adobe Sign

 Document e-signed by Leo G Kanell (lgkanell@beaver.utah.gov)

Signature Date: 2020-05-14 - 8:19:54 PM GMT - Time Source: server- IP address: 72.12.245.130

 Signed document emailed to jesse.a.lyman@faa.gov, Leo G Kanell (lgkanell@beaver.utah.gov), ndavisfiredist2@hotmail.com, Craig Ide (cide@utah.gov), and 6 more

2020-05-14 - 8:19:54 PM GMT





25 East 500 North, Fillmore, Utah 84631
TEL 435.743.6151 | FAX 435.743.7900

April 29, 2020

Mayor Nolan Davis
Milford City
26 South 100 West
Milford, UT 84751

Subject: Milford City Senior Citizens Center Improvements Project 2020

Dear Mayor Davis,

The bid opening for the Milford City Senior Citizens Center Project 2020 was held on April 28, 2020. Bids were received from Rollins Construction & Trucking, LLC and Tushar Contracting, Inc. The apparent low bidder was Rollins Construction with a base bid of \$54,700. Tushar Contracting's base bid was \$56,900. The bid tabulation is enclosed for reference.

The bids included a Bid Alternate #1 for an alternative StormBrixx drainage system and a Bid Alternate #2 for a clay cutoff wall. Rollins' bid for Bid Alternate #1 was \$14,705, and their bid for Bid Alternate #2 was \$12,500. Tushar's bid for Bid Alternate #1 was \$25,000, and their bid for Bid Alternate #2 was \$12,000.

Sunrise Engineering, Inc. (SEI) hereby recommends that Milford City award the contract to Rollins Construction. We also recommend that the Bid Alternate #1 be included in the award, which will bring the award total to \$52,465 (Bid Alternate #1 replaces base bid item #2). The City may consider waiting to include the clay cutoff wall until further investigation at the Senior Citizens Center is completed.

Sincerely,

Jesse Ralphs, P.E.
Sunrise Engineering



PROJECT: Milford Senior Citizens Center Improvements Project 2020

BID OPENING DATE: April 28, 2020

			ENGINEERS ESTIMATE		TUSHAR CONTRACTING		ROLLINS CONSTRUCTION			
BID ITEMS	ESTIMATE QUANTITY	UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
BASE BID										
1 Mobilization	1	LS	5,000.00	5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00		
2 Precast Concrete Drywell System	1	LS	12,000.00	12,000.00	\$ 15,000.00	\$ 15,000.00	\$ 16,940.00	\$ 16,940.00		
3 West Parking Lot Pavement Repairs	1	LS	8,000.00	8,000.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00		
4 Floor Slab Investigation	1	LS	2,500.00	2,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00		
5 Floor Slab Leveling	150	CF	100.00	15,000.00	\$ 66.00	\$ 9,900.00	\$ 46.00	\$ 6,900.00		
6 Cosmetic Repairs to Interior Walls & Cabinets	1	LS	\$ 7,500.00	7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 13,860.00	\$ 13,860.00		
Subtotal Base Bid				\$ 50,000.00		\$ 56,900.00		\$ 54,700.00		
BID ALTERNATE 1										
7 StormBrixx Drainage System	1	LS	\$ 16,000.00	\$ 16,000.00	\$ 25,000.00	\$ 25,000.00	\$ 14,705.00	\$ 14,705.00		
BID ALTERNATE 2										
8 Clay Cutoff Wall	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 12,000.00	\$ 12,000.00	\$ 12,500.00	\$ 12,500.00		



Engineer:
Office: Fillmore, Utah

NOTICE OF AWARD

TO: Rollins Construction & Trucking, LLC
(Insert Bidder's Name and Address)
893 South 120 East, PO Box 40
Milford, UT 84751

CONTRACT FOR: MILFORD SENIOR CITIZENS CENTER IMPROVEMENTS PROJECT 2020
BASE BID AND BID ALTERNATE No. 1

The OWNER has considered the BID dated April 28, 2020, submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of: \$52,465.00.

You are required by the Instruction to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 8TH day of May, 2020

OWNER: Milford City
(Name of Owner)

BY: [Signature]
(Signature)

TITLE: MAYOR

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Rollins Construction and Trucking LLC
(Contractor)

this 11TH day of MAY, 2020

By: [Signature]

(Signature)

Title: MANAGER

AGREEMENT

THIS AGREEMENT, made this 8th day of May, 2020, by and between

MILFORD CITY, hereinafter called "OWNER" and Rollins Construction & Trucking, doing
(OWNER's Name) (CONTRACTOR's Name)

business as a LLC hereinafter called "CONTRACTOR".
(Insert Corporation, Partnership, or Individual as appropriate)

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of:

*MILFORD SENIOR CITIZENS CENTER IMPROVEMENTS PROJECT 2020
 BASE BID AND BID ALTERNATE NO. 1*

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 60 calendar days after the date of the "Notice to Proceed", unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 52,465.00, or as shown otherwise in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
- (A) INVITATION TO BID
 - (B) INSTRUCTION TO BIDDERS
 - (C) BID AND BID SCHEDULE
 - (D) BID BOND
 - (E) AGREEMENT
 - (F) CDBG SPECIAL CONDITIONS
 - (G) SPECIAL PROVISIONS
 No. 01019SP No. 00710SP No. _____
 No. _____ No. _____ No. _____
 - (H) STANDARD SPECIFICATIONS FOR CONSTRUCTION prepared or issued by Sunrise Engineering, Inc.
 - (I) ADDENDA:
 No. 1, dated April 24th, 2020.
 No. _____, dated _____, 20____.
 No. _____, dated _____, 20____.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

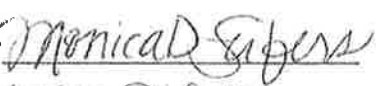
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 3 copies, each of which shall be deemed an original on the date first above written.

OWNER: MILFORD CITY

BY: 

NAME: Nolan Davis

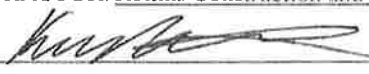
TITLE: Mayor

(SEAL)
ATTEST 

BY Monica Seifers

TITLE City Recorder

CONTRACTOR: Rollins Construction and Trucking, LLC

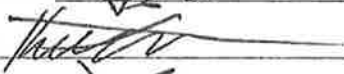
BY: 

NAME: Kelly Rollins

ADDRESS: 893 South 120 East, PO Box 40

Millford, UT 84751

(SEAL)
ATTEST 

KA BY 

KA TITLE Manager

NOTICE TO PROCEED

TO: ROLLINS CONSTRUCTION & TRUCKING, LLC
(Insert Name of CONTRACTOR)

893 South 120 East, PO Box 40

Milford, UT 84751

CONTRACT: MILFORD SENIOR CITIZENS CENTER IMPROVEMENTS 2020

In accordance with the AGREEMENT dated May 8th, 2020, you are hereby notified to commence WORK on or before May 26, 2020, and you are to complete the WORK within 60 consecutive calendar days thereafter. The date of completion of all WORK is, therefore July 17th, 2020.

OWNER: MILFORD CITY
(Name of Owner)

BY: 
(Signature)

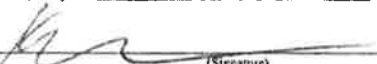
TITLE: MAYOR

DATE ISSUED May 4th, 2020

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by Rollins Construction and Trucking LLC
(Contractor)

this 11TH day of MAY, 2020.

By: 
(Signature)

Title: MANAGER



UTAH STATE TREASURY

WITHDRAWAL FORM

Date: May 19, 2020

Reason for withdrawal: Annual Bond payment

Total amount to be withdrawn: \$ 333,600.00

(If applicable)

Bond #: B1800 - Admin Building Payment Amount: \$ 333,600.00

Bond #: _____ Payment Amount: _____

On the 19th day of May, 2020, We hereby approve the Milford City Treasurer to withdraw funds from the Utah State Treasury.

Ayes: _____ Nays: _____

Absent: _____

Milford City

By: _____

Attest: _____

Nolan Davis, Mayor

Monica D. Seifers, City Recorder

UTAH STATE DIVISION OF FINANCE
4315 SOUTH 2700 WEST FL3
PO BOX 141031
SALT LAKE CITY UT 84114-1031
(801) 957-7772

Page: 1 Period Ending: 05/31/20

Loan Number.....: B1806 CE

Address: SERIES 2017

Borrower ID Code: 0323

MILFORD CITY
NEDRA KENNEDY
302 S MAIN
PO BOX 69
MILFORD

UT 84751

* Please Remit 33,360.00 *

TERMS: Payment is Due 06/01/20

***** BALANCE AS OF 05/03/20 *****

Current Loan Amount..	736,000.00	Borrower Funds Bal...	0.00
Original Loan Amount..	736,000.00	IR Bal. after Bill...	0.00
Interest Margin/Rate..	2.00000	Net Prin Undisbursed.	0.00
Billing Rate.....	2.00000	Undisbursed.....	0.00
Interest Paid YTD....	0.00	Disbursed to Date....	736,000.00

***** Activity this period ***** Receivables this period *****

Prev. Principal Bal..	736,000.00	Prev Balance Due.....	32,720.00
Loan Funds Disbursed.	0.00	Pymts To Interest....	14,720.00
Payments Received....	18,000.00	Pymts To Princ Due...	18,000.00
Rate Option Transfers	0.00	Pymts To Late Charge.	0.00
Current Balance.....	718,000.00	Pymts To Escrows.....	0.00
		Pymts To Fees.....	0.00
Prev. Borr Fund Bal..	0.00	Balance.....	0.00
Current Disbursements	0.00		
Adjustment Journals..	0.00	Interest Bill Adj....	0.00
Current Balance:.....	0.00	Current Interest Due.	13,283.00
		Interest Estimate....	1,077.00
Prev. Defer Int. Bal.	0.00	Interest Adjustments.	0.00
Applied to Principal.	0.00	Principal Due.....	19,000.00
Deferred this period.	0.00	Late Charges Due.....	0.00
End Deferred Int Bal.	0.00	Escrows Due.....	0.00
Collect Rate.....	0.00000	Fees Due.....	0.00

Branch: CE
Loan...: B1806

*Statement Amount..... 33,360.00 *
*Interest To Be Applied From Reserve 0.00 *
*Amount to be Remitted..... 33,360.00 *

If payment is not received by 06/15/20, it will be subject to
a late charge and additional interest as provided in the Note.



MILFORD CITY, A Municipal Corporation

RESOLUTION NO. 01-2020

**A RESOLUTION OF THE CITY COUNCIL
OF MILFORD CITY, UTAH**

DONATION POLICY

WHEREAS, the City of Milford has determined it to be necessary to establish guidelines and standards for donation requests, and;

WHEREAS, the City Council recognizes the importance of utilizing tax payer funds to benefit the community at large, and;

WHEREAS, the City of Milford wishes to establish the following guidelines and standards when acting on donation requests,

- a. Donation requests must be presented to the City Council in a regularly scheduled meeting.
- b. Donation awards cannot exceed five hundred dollars (\$500) and must be budgeted in the Milford City Operating Budget for the fiscal year it will be expended.
 1. If the donation request is not included in the Milford City Operating Budget, then a Public Hearing must be held per Utah Code 10-8-2. The hearing is to allow public comment in regards to the donation request.
- c. Donation must represent the community at large and cannot benefit an individual or entity for personal gain and/or achievement.

The City Council approves the following donations, due to the nature and feels the community at large could potentially benefit from the following donations:

1. Festival of Trees (Primary Children's Hospital)
2. Milford High School Scholarship for Youth Council.
The Youth Council gives suggestions and input to the City Council to help better our community for the younger generations.
3. Youth Programs that educate and prevent drug/alcohol use, depression, suicide etc. (Youth Coalition)

WHEREAS, the City Council understands that all donation requests are worthy and for a good cause; however, the City Council has determined the following donation requests to be prohibited and will not be considered: Educational Trips for Personal Benefits, 4H Projects, Girls/ Boys State, Sport/Recreation Sponsorships, Beauty Pageants, etc, and;

NOW THEREFORE, BE IT RESOLVED, that the City Council of Milford, Utah does hereby set the City of Milford Donation Policy.

Passed by the City Council of Milford, Utah this _____ day of _____, 2020 by the following vote:

Ayes: _____ Nays: _____

Absent: _____

Milford City

By: _____

Nolan Davis, Mayor

Attest:

Monica D. Seifers, City Recorder



MILFORD CITY, A Municipal Corporation

RESOLUTION NO. 02-2020

**A RESOLUTION OF THE CITY COUNCIL
OF MILFORD CITY, UTAH**

**City Appointment Policy for Various Boards
Representing Milford City**

WHEREAS, Milford City Council has deemed it necessary to implement a policy for appointing representatives serving on various boards that represent Milford City, and;

WHEREAS, the City Council has determined it is in the best interest to have a Council Member or Mayor serve on the boards, this allows the city representatives to give updates to the legislative body and keep the lines of communication open.

At current time, the following boards have city representatives:

1. Milford Service District #3 (Hospital Board)
2. Beaver County Board of Adjustments
3. Waste Management Service District #5

Appointments will be assigned through the annual Milford City appointments in the Regular January Council Meeting.

NOW THEREFORE, BE IT RESOLVED, that the City Council of Milford, Utah does hereby set the City of Milford appointment policy for various boards representing Milford City.

Passed by the City Council of Milford, Utah this _____ day of _____, 2020 by the following vote:

Ayes: _____	Nays: _____
_____	_____
_____	_____
_____	_____
_____	_____

Absent: _____

Milford City

By: _____
Nolan Davis, Mayor

Attest:

Monica D. Seifers, City Recorder



MILFORD CITY, A Municipal Corporation

RESOLUTION NO. 3-2020

MUNICIPAL WASTEWATER PLANNING PROGRAM RESOLUTION

RESOLVED that the City of Milford informs the Water Quality Board the following actions were taken by the City Council:

1. Reviewed the attached Municipal Wastewater Planning Program Report for 2019.
2. Have taken all appropriate action necessary to maintain effluent requirements contained in the UPDES permit (if applicable)

Passed by the City Council of Milford, Utah this 21st day of April, 2020 by the following vote:

Ayes: _____ Nays: _____

Absent: _____

Milford City

By: _____
Nolan Davis, Mayor

Attest:

Monica D. Seifers, City Recorder

Municipal Wastewater Planning Program (MWPP)
Annual Report
for the year ending 2019
MILFORD CITY

Thank you for filling out the requested information. Please let DWQ know
when it is approved by the Council.

Please download a copy of your form by clicking "Download
PDF" below.

Below is a summary of your
responses

[Download PDF](#)

SUBMIT BY APRIL 15, 2020

Are you the person responsible for completing this report for your
organization?

☒ **Yes**

☐ **No**

This is the current information recorded for your facility:

Facility Name:	MILFORD CITY
Contact - First Name:	Makayla
Contact - Last Name:	Bealer
Contact - Title	City Administrator

Contact - Phone:	435-387-2711
Contact - Email:	mbealer@milford.utah.gov

Is this information above complete and correct?

☒ **Yes**

☐ No

Your wastewater system is described as Collection, Non-discharging Lagoon & Financial:

Classification: SMALL LAGOON

Grade: I

(if applicable)

Classification: -

Grade: -

Is this correct?

WARNING: If you select 'no', you will no longer have access to this form upon clicking Save & Continue. DWQ will update the information and contact you again.

☒ **Yes**

☐ No

Click on a link below to view examples of sections in the survey:

(Your wastewater system is described as Collection, Non-discharging Lagoon & Financial)

[MWPP Collection System.pdf](#)

[MWPP Discharging Lagoon.pdf](#)

[MWPP Financial Evaluation.pdf](#)

[MWPP Mechanical Plant.pdf](#)

[MWPP Non-Discharging Lagoon.pdf](#)

Will multiple people be required to fill out this form?

☐ Yes

☒ No

Financial Evaluation Section

Form completed by:

Makayla Bealer

Part I: GENERAL QUESTIONS

	Yes	No
Are sewer revenues maintained in a dedicated purpose enterprise/district account?	☒	☐

	Yes	No
Are you collecting 95% or more of your anticipated sewer revenue?	☒	☐

Are Debt Service Reserve Fund ⁶ requirements being met?	☒	☐
--	----------------------------------	-----------------------

What was the User Charge¹⁶ for 2019?

Do you have a water and/or sewer customer assistance program * (CAP)?

☐ Yes

☒ No

Part II: OPERATING REVENUES AND RESERVES

	Yes	No
Are property taxes or other assessments applied to the sewer systems ¹⁵ ?	☐	☒

	Yes	No
Are sewer revenues ¹⁴ sufficient to cover operations & maintenance costs ⁹ , and repair & replacement costs ¹² (OM&R) at this time?	☒	☐

Are projected sewer revenues sufficient to cover OM&R costs for the <i>next five years</i> ?	☒	☐
--	----------------------------------	-----------------------

Does the sewer system have sufficient staff to provide proper OM&R?	☒	☐
---	----------------------------------	-----------------------

Has a repair and replacement sinking fund ¹³ been established for the sewer system?	☒	☐
--	----------------------------------	-----------------------

Is the repair & replacement sinking fund sufficient to meet anticipated needs?	☒	☐
--	----------------------------------	-----------------------

Part III: CAPITAL IMPROVEMENTS REVENUES AND RESERVES

	Yes	No
Are sewer revenues sufficient to cover all costs	☒	☐

	Yes	No
Has a Capital Improvements Reserve Fund ⁴ been established to provide for anticipated capital improvement projects?	☒	☐
Are projected Capital Improvements Reserve Funds sufficient for the <i>next five years</i> ?	☒	☐
Are projected Capital Improvements Reserve Funds sufficient for the <i>next ten years</i> ?	☐	☒
Are projected Capital Improvements Reserve Funds sufficient for the <i>next twenty years</i> ?	☐	☒

Part IV: FISCAL SUSTAINABILITY REVIEW

	Yes	No
Have you completed a Rate Study ¹¹ within the last five years?	☐	☒
Do you charge Impact fees ⁸ ?	☒	☐

2019 Impact Fee =

924.57

	Yes	No
Have you completed an Impact Fee Study in accordance with UCA 11-36a-3 within the last five years?	☐	☒
Do you maintain a Plan of Operations ¹⁰ ?	☒	☐
Have you updated your Capital Facility Plan ² within the last five years?	☐	☒

In what year was the Capital Facility Plan last updated?

Yes

No

Do you use an Asset Management¹ system for your sewer systems?

☒☐

Describe the Asset Management System (check all that apply)

☒ **Spreadsheet**

☐ GIS

☐ Accounting Software

☐ Specialized Software

☐ Other

Yes

No

Do you know the total replacement cost of your sewer system capital assets?

☐☒

Yes

No

Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?

☒☐

What is the sewer/treatment system annual
replacement* cost as a percentage of its total

☐☐

asset renewal cost as a percentage of its total replacement cost?

Yes

No

What is the sewer/treatment system annual asset renewal* cost as a percentage of its total replacement cost?

5

Part V: PROJECTED CAPITAL INVESTMENT COSTS

Cost of projected capital improvements

	Cost Please enter a valid numerical value	Purpose of Improvements		
		Replace/Restore	New Technology	Increase Capacity
2020	0	☐	☐	☐
2020 thru 2024	50000	☐	☐	☐
2025 thru 2029	0	☒	☒	☐
2030 thru 2034	0	☐	☐	☐
2035 thru 2039	0	☐	☐	☐

This is the end of the Financial questions

To the best of my knowledge, the Financial section is completed and accurate.

☒ Yes

Collections System Section

Form completed by:

May Receive Continuing Education /units (CEUs)

Benjamin Stewart

Part I: SYSTEM DESCRIPTION

What is the largest diameter pipe in the collection system (diameter in inches)?

15"

What is the average depth of the collection system (in feet)?

8

What is the total length of sewer pipe in the system (length in miles)?

12.48

How many lift/pump stations are in the collection system?

2

What is the largest capacity lift/pump station in the collection system (design capacity in gallons per minute)?

600

Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more?

☐ Yes

☒ No

What year was your collection system first constructed (approximately)?

1920

In what year was the largest diameter sewer pipe in the collection system constructed, replaced or renewed? (If more than one, cite the oldest)

1995

PART II: DISCHARGES

How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt?

0

How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure (except plugged laterals)?

0

The Utah Sewer Management Program defines two classes of sanitary sewer overflows (SSOs):

Class 1- a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

(a) affects more than five private structures;

(b) affects one or more public, commercial or industrial structure(s);

(c) may result in a public health risk to the general public;

(d) has a spill volume that exceeds 5,000 gallons, excluding those in

*single private structures; or
(e) discharges to Waters of the state.*

Class 2 - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

Below include the number of SSOs that occurred in year: 2019

	Number
Number of Class 1 SSOs in Calendar year	0
Number of Class 2 SSOs in Calendar year	0

Please indicate what caused the SSO(s) in the previous question.

NA

Please specify whether the SSOs were caused by contract or tributary community, etc.

NA

Part III: NEW DEVELOPMENT

Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more?

☐ Yes

☒ No

Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more?

☐ Yes

☒ No

Number of new commercial/industrial connections in the last year

0

Number of new residential sewer connections added in the last year

2

Equivalent residential connections⁷ served

550

Part IV: OPERATOR CERTIFICATION

How many collection system operators do you employ?

4

Approximate population served

1500

State of Utah Administrative Rules requires all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at least at the Facility's Grade

List the designated Chief Operator/DRC for the Collection System below:

	Name First and Last Name	Grade	Email Please enter full email address
Chief Operator/DRC	Benjamin Stewart	I	benjamins@milford.utah.gov

List all other Collection System operators with DRC responsibilities in the field, by certification grade, separate names by commas:

	Name separate by comma
SLS ¹⁷ Grade I:	Derek Griffiths
Collection Grade I:	
Collection Grade II:	
Collection Grade III:	
Collection Grade IV:	

List all other Collection System operators by certification grade, separate names by commas:

	Name separate by comma
SLS ¹⁷ Grade I:	Riley Rose, Lance Alger
Collection Grade I:	
Collection Grade II:	
Collection Grade III:	
Collection Grade IV:	
No Current Collection Certification:	

Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility?

☒ Yes

☐ No

Part V: FACILITY MAINTENANCE

	Yes	No
Have you implemented a preventative maintenance program for your collection system?	☒	☐
Have you updated the collection system operations and maintenance manual within the past 5 years?	☒	☐
Do you have a written emergency response plan for sewer systems?	☒	☐
Do you have a written safety plan for sewer systems?	☒	☐
Is the entire collections system TV inspected at least every 5 years?	☐	☒
Is at least 85% of the collections system mapped in GIS?	☐	☒

Part VI: SSMP EVALUATION

	Yes	No
Has your system completed a Sewer System Management Plan (SSMP)?	☒	☐
Has the SSMP been adopted by the permittee's governing body at a public	☒	☐

meeting?

Yes

No

Has the completed SSMP been public noticed?

☒☐

During the annual assessment of the SSMP,
were any adjustments needed based on the
performance of the plan?

☐☒

Date of Public Notice

02/18/2014

During 2019, was any part of the SSMP audited as part of the five year
audit?

☐ Yes

☒ No

Have you completed a System Evaluation and Capacity Assurance Plan
(SECAP) as defined by the Utah Sewer Management Program?

☒ Yes

☐ No

Part VII: NARRATIVE EVALUATION

This section should be completed with the system operators.

Describe the physical condition of the sewerage system: (lift stations, etc.
included)

Main Lift Station settling some, does work but is getting older.

What sewerage system capital improvements³ does the utility need to

implement in the next 10 years?

Master Plan

What sewerage system problems, other than plugging, have you had over the last year?

Changed float switches that had quit working in lift stations.

Is your utility currently preparing or updating its capital facilities plan²?

☒ **Yes**

☐ No

Does the municipality/district pay for the continuing education expenses of operators?

☒ **100% Covered**

☐ Partially cover

☐ Does not pay

Is there a written policy regarding continuing education and training for wastewater operators?

☒ **Yes**

☐ No

Any additional comments?

NA

To the best of my knowledge, the Collections System section is completed and accurate.

☒ Yes

Non-Discharging Lagoon Facility

Form completed by:

May Receive Continuing Education /units (CEUs)

Benjamin Stewart

Part I: INFLUENT INFORMATION

Please provide the average influent flow rate and average influent BOD₅ and TSS loading rates listed below for your facility.

	Average Daily Flow (MGD)	Average Daily BOD ₅ Load (lb/day)	Average Daily TSS Load (lb/day)
Design Basis or Rated Capacity	.24	600	600
2019 Average	.21	525	525

Part II: FACILITY AGE

In what year were the following process units constructed, upgraded or renewed? Note: If a unit process does not apply to your system enter NA in the Construction or Upgrade Year and Age.

	Evaluation Year	Construction or Upgrade Year (ex. YYYY)	Age
Headworks	2019	1995	24

Lagoons (including
aeration)

2019
Evaluation Year

Construction or
Upgrade Year
(ex. YYYY)

38
Age

Disinfection

2019

NA

NA

Land

Application/Disposal

NA

NA

NA

Part III: DISCHARGES

Answer

How many days in the past year was
there a bypass or overflow of
wastewater at the facility due to high
flows?

0

How many days in the last year was
there a bypass or overflow of
wastewater at the facility due to
equipment failure?

0

Part IV: NEW DEVELOPMENT

Answer

Number of new commercial/industrial
connections added in the last year

0

Number of new residential sewer connections
added in the last year

2

Equivalent residential connections⁷ served

550

Part V: OPERATOR CERTIFICATION

How many treatment operators do you employ?

Utah Administrative Rules require all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at least at the Facility's Grade. What is the current grade of the treatment system DRC operator(s)?

List the designated Chief Operator/DRC for the Wastewater Treatment System below:

	Name First and Last Name	Grade	Email Please enter full email address
Chief Operator/DRC	Benjamin Stewart	I	benjamins@milford.utah.gov

List all other Wastewater Treatment System operators by certification grade, separate names by commas:

	Name separate by comma
SLS ¹⁷ Grade I:	Derek Griffiths, Riley Rose and Lance Alger
Treatment Grade I:	
Treatment Grade II:	
Treatment Grade III:	
Treatment Grade IV:	
No Current Treatment Certification:	

Is/are your DRC operator(s) currently certified at the appropriate grade for this facility?

☒ **Yes**

Part VI: FACILITY MAINTENANCE

Yes

No

Have you implemented a preventative maintenance program for your treatment system?

☒☐

Have you updated the treatment system operations and maintenance manual within the past 5 years?

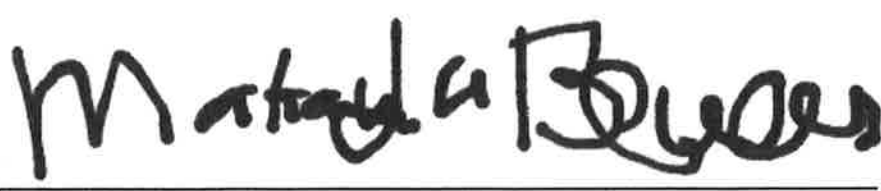
☐☒

This is the end of the Non Discharging Lagoon questions

To the best of my knowledge, the Non Discharging Lagoon Facility section is completed and accurate.

☒ Yes

I have reviewed this report and to the best of my knowledge the information provided in this report is correct.


clear

Has this been adopted by the council? If no, what date will it be presented to the council?

☐ Yes

☒ No

What date will it be presented to the council?

Date format ex. mm/dd/yyyy

04/21/2020

Please log in.

Email

mbealer@milford.utah.gov

PIN

....

NOTE: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of that assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance, please send an email to wqinfodata@utah.gov and we will contact you as soon as possible. You may also visit our [Frequently Asked Questions](#) page.

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MILFORD CITY, A Municipal Corporation

RESOLUTION NO. 4-2020

**A RESOLUTION OF THE CITY COUNCIL
OF MILFORD CITY, UTAH**

**ESTABLISHING WAGE GUIDELINES FOR
MILFORD CITY LIFEGUARDS**

WHEREAS, the City of Milford has determined it to be necessary to set guidelines for wages for seasonal lifeguards, and;

WHEREAS, the City of Milford understands that the swimming pool is a desired recreation activity enjoyed by the citizens of Milford, and;

WHEREAS, the City Council understands the importance of having reliable and experienced lifeguards at the facility to ensure safety to our residents, therefore the City Council wishes to implement the following pay scale for entry level and returning lifeguards.

Years of Service	Wage Amount	Certification
Entry Level/ 1 st Year	Minimum Wage (currently \$7.25)	Milford City pays for the employee to be certified. Average cost to certify \$150.00
2nd Year	If eligible for rehire ~ \$0.50 Raise	
3rd Year	If eligible for rehire ~ \$0.25 Raise	Milford City pays for employee to be re-certified.
4 th + Year	If eligible for rehire~\$0.25 raise every year	Milford City pays for employee to be re-certified as needed.

~~Lifeguard Certification is for a two (2) year period.

~~Pool Manager and Assistant Pool Manager are not included in this Resolution.

NOW THEREFORE, BE IT RESOLVED, that the City Council of Milford, Utah does hereby set the Wage Guidelines for Milford City Lifeguards.

Passed by the City Council of Milford, Utah this _____ day of _____, 2020 by the following vote:

Ayes: _____ Nays: _____

Absent: _____

Milford City

By: _____

Nolan Davis, Mayor

Attest:

Monica D. Seifers, City Recorder