



## CITY OF JONESBORO

February 10, 2003

Mr. Philip Steed, Airport Manager  
Jonesboro Municipal Airport  
3901 Lindberg  
Jonesboro, Arkansas 72403

RE: AIP Project No. 3-05-0033-011-2003 for City of Jonesboro Airport

Dear Mr. Steed:

Pursuant to our letter of January 29, 2003 from Edward N. Agnew, Manager with the Federal Aviation Administration, we have approved and executed the contract attached from the U.S. Department of Transportation for your Grant for \$82,212.83.

Attached is the original contract for your files and execution. If you need additional information please call me at 870-933-4635.

Sincerely,

Jimmy McKinnon  
CDBG Grants Coordinator

Attachment

cc: Hubert Brodell, Mayor



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

Southwest Region  
Arkansas, Louisiana,  
New Mexico, Oklahoma,  
Texas

Fort Worth, Texas 76193-0000

**JAN 29 2003**

The Honorable Hubert Brodell  
Mayor of Jonesboro  
P.O. Box 1845  
Jonesboro, AR 72403

Dear Mayor Brodell:

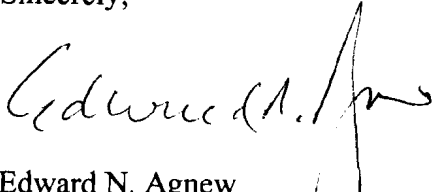
Enclosed are the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-05-0033-011-2003 at Jonesboro Municipal Airport. This Grant Offer is financed from Fiscal Year 2003 funds and must be accepted by February 28, 2003, in order to be valid. After the Grant Offer has been accepted by resolution of the governing bodies of the sponsor, executed, and certified, please return the original to us. The copy is for the sponsor's files. Please ensure that the attorney reviews and dates this certification after the Sponsor's acceptance.

The Federal Aviation Administration is constantly striving to improve efficiency in the management of AIP grants. We believe this is necessary in order to negate any criticism that AIP funds under grant are idle while other critical projects are not funded because of the shortage of funds. In this regard, we are emphasizing the requirement that all AIP projects be accomplished in a timely manner. This requirement is further specified in Condition No. 4 herein.

One measurement that a project is progressing acceptably is the regularity that grant payments are being made or drawn down to reimburse for project accomplishments. When grant funds are drawn down regularly, this would prove that the funds are not idle. We request that during the course of the project, the grantee request or draw down grant payments for project accomplishments every 30 days during the course of the project life. This 30-day requirement can be waived when the accomplishments are not significant enough to warrant a grant payment, i.e., less than \$10,000. However, a request for or a draw down of a grant payment will be required within 30 days after the end of each federal fiscal year to cover all accrued grant costs from the prior fiscal year that have not been reimbursed and provide an accounting of the year end status of each project.

This procedure will promote better stewardship of the limited AIP funds. We sincerely appreciate your cooperation and look forward to working with you to complete this important project.

Sincerely,



Edward N. Agnew  
Manager, Arkansas/Oklahoma  
Airports Development Office

Enclosure (2)

cc:

Mr. John Knight, Director  
Arkansas Department of Aeronautics  
Adams Field, One Airport Drive, 3rd Floor  
Little Rock, AR 72202

Mr. Philip Steed, Airport Manager  
Jonesboro Municipal Airport  
3901 Lindberg  
Jonesboro, AR 72403

Original



U.S. Department  
of Transportation

# GRANT AGREEMENT

## FOR DEVELOPMENT PROJECT

**Federal Aviation  
Administration**

### PART I-OFFER

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Date of Offer: **JAN 29 2003**

Project No. **3-05-0033-011-2003**

Airport: **Jonesboro Municipal Airport**

**TO: City of Jonesboro**  
(herein referred to as the "Sponsor")

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

**WHEREAS,** the Sponsor has submitted to the FAA a Project Application (also called an Application for Federal Assistance) dated **January 3, 2003**, for a grant of Federal funds for a project for development of the **Jonesboro Municipal Airport** (herein called the "Airport"), together with plans and specifications for such project, which Application for Federal Assistance, as approved by the FAA is hereby incorporated herein and made a part hereof; and

**WHEREAS,** the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

**Security Screening Waiting Area**

all as more particularly described in the property map and plans and specifications incorporated in the said Application for Federal Assistance.

**NOW THEREFORE**, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, herein called "Title 49 U.S.C.," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, **ninety percentum** of all allowable project costs.

This Offer is made on and subject to the following terms and conditions:

#### **Conditions**

1. The maximum obligation of the United States payable under this offer shall be **\$82,212.00**.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. 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.
4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall 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 **February 28, 2003**, or such subsequent date as may be prescribed in writing by the FAA.
7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds, however, used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall 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 shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this grant agreement.
9. Unless otherwise approved 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 airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.
10. The property map referred to on Page 1 of this Grant Agreement is the Property Map, Exhibit "A", **attached to the Application for Federal Assistance attached to AIP Grant 3-05-0033-05-88**.

11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the grant amount exceeds the expected needs of the sponsor by \$5,000 or five (5%) percent, whichever is greater, the grant amount can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the eligible project costs, FAA may increase the grant to cover the amount of overrun not to exceed the statutory fifteen (15%) percent limitation, and will advise the sponsor by letter of the increase. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified.

12. If a letter of credit is to be used, the sponsor agrees to request cash drawdowns on the authorized letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.

13. The Sponsor agrees to perform the following, if this project contains more than \$250,000 of paving:

a. Furnish a construction management program to FAA prior to the start of construction which shall detail 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 shall 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 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 of tolerances permitted for each type of test.
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 control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.

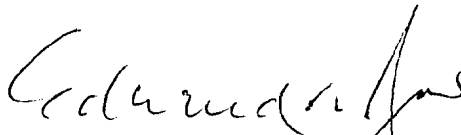
c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the 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.

14. The plans and specifications referred to on Page 1 of this Grant Agreement are the plans and specifications identified as Sponsor Contracts.

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 Title 49 U.S.C., 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**



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**Edward N. Agnew, Manager  
Arkansas/Oklahoma Airports Development Office**

## PART II - ACCEPTANCE

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

Executed this 7<sup>th</sup> day of February, 20 03.



### CERTIFICATE OF SPONSOR'S ATTORNEY

I, Phillip W. Crego, 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 Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof 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 Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Jonesboro this 7<sup>th</sup> day of Feb., 20 03.



# APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

|   |   |                              |
|---|---|------------------------------|
| <b>1. TYPE OF SUBMISSION:</b><br>Application<br><input checked="" type="checkbox"/> Construction<br><input type="checkbox"/> Non-Construction<br>Preapplication<br><input type="checkbox"/> Construction<br><input type="checkbox"/> Non-Construction | <b>2. DATE SUBMITTED</b>                  | Applicant Identifier         |
|   | <b>3. DATE RECEIVED BY STATE</b>          | State Application Identifier |
|   | <b>4. DATE RECEIVED BY FEDERAL AGENCY</b> | Federal Identifier           |

**5. APPLICANT INFORMATION**

|  |  |
|--|--|
| <b>Legal Name:</b><br>City of Jonesboro  | <b>Organizational Unit:</b><br>Airport Commission  |
| <b>Address (give city, county, State, and zip code):</b><br>P.O. Box 1293<br>Jonesboro, Craighead County, AR 72403 | <b>Name and telephone number of person to be contacted on matters involving this application (give area code)</b><br>Mike Medlock 870-974-7431 |

|  |   |
|--|---|
| <b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b><br>71 - 0486258  | <b>7. TYPE OF APPLICANT: (enter appropriate letter in box)</b><br>A. State<br>B. County<br>C. Municipal<br>D. Township<br>E. Interstate<br>F. Intermunicipal<br>G. Special District<br>H. Independent School Dist.<br>I. State Controlled Institution of Higher Learning<br>J. Private University<br>K. Indian Tribe<br>L. Individual<br>M. Profit Organization<br>N. Other (Specify) _____ |
| <b>8. TYPE OF APPLICATION:</b><br><input checked="" type="checkbox"/> New<br><input type="checkbox"/> Continuation<br><input type="checkbox"/> Revision<br>If Revision, enter appropriate letter(s) in box(es) <input type="checkbox"/> <input type="checkbox"/><br>A. Increase Award<br>B. Decrease Award<br>C. Increase Duration<br>D. Decrease Duration<br>Other (specify): _____ | <b>9. NAME OF FEDERAL AGENCY:</b><br>Federal Aviation Administration<br>Ft. Worth, TX. 76193-0630   |

|  |  |
|--|--|
| <b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b><br>20 - 106<br><b>TITLE:</b> Airport Improvement Program | <b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b><br>Enclose covered walkway to provide sterile area for security screening and waiting prior to boarding commercial flights. |
| <b>12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):</b><br>Jonesboro, Craighead County, Arkansas    |  |

|  |  |              |     |              |             |     |          |             |     |          |    |     |          |    |     |                   |    |     |          |              |     |  |
|--|--|--------------|-----|--------------|-------------|-----|----------|-------------|-----|----------|----|-----|----------|----|-----|-------------------|----|-----|----------|--------------|-----|--|
| <b>13. PROPOSED PROJECT</b><br>Start Date: 2-1-2003<br>Ending Date: 12-2003  | <b>14. CONGRESSIONAL DISTRICTS OF:</b><br>a. Applicant: First<br>b. Project: First |              |     |              |             |     |          |             |     |          |    |     |          |    |     |                   |    |     |          |              |     |  |
| <b>15. ESTIMATED FUNDING:</b> <table border="1"> <tr><td>a. Federal</td><td>\$ 82,212.83</td><td>.00</td></tr> <tr><td>b. Applicant</td><td>\$ 4,567.38</td><td>.00</td></tr> <tr><td>c. State</td><td>\$ 4,567.37</td><td>.00</td></tr> <tr><td>d. Local</td><td>\$</td><td>.00</td></tr> <tr><td>e. Other</td><td>\$</td><td>.00</td></tr> <tr><td>f. Program Income</td><td>\$</td><td>.00</td></tr> <tr><td>g. TOTAL</td><td>\$ 91,347.58</td><td>.00</td></tr> </table> | a. Federal   | \$ 82,212.83 | .00 | b. Applicant | \$ 4,567.38 | .00 | c. State | \$ 4,567.37 | .00 | d. Local | \$ | .00 | e. Other | \$ | .00 | f. Program Income | \$ | .00 | g. TOTAL | \$ 91,347.58 | .00 | <b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b><br>a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:<br>DATE 1-6-2003<br>b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372<br><input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW |
| a. Federal   | \$ 82,212.83   | .00          |     |              |             |     |          |             |     |          |    |     |          |    |     |                   |    |     |          |              |     |  |
| b. Applicant   | \$ 4,567.38  | .00          |     |              |             |     |          |             |     |          |    |     |          |    |     |                   |    |     |          |              |     |  |
| c. State   | \$ 4,567.37  | .00          |     |              |             |     |          |             |     |          |    |     |          |    |     |                   |    |     |          |              |     |  |
| d. Local   | \$   | .00          |     |              |             |     |          |             |     |          |    |     |          |    |     |                   |    |     |          |              |     |  |
| e. Other   | \$   | .00          |     |              |             |     |          |             |     |          |    |     |          |    |     |                   |    |     |          |              |     |  |
| f. Program Income  | \$   | .00          |     |              |             |     |          |             |     |          |    |     |          |    |     |                   |    |     |          |              |     |  |
| g. TOTAL   | \$ 91,347.58   | .00          |     |              |             |     |          |             |     |          |    |     |          |    |     |                   |    |     |          |              |     |  |
| <b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b><br><input type="checkbox"/> Yes If "Yes," attach an explanation. <input checked="" type="checkbox"/> No  |  |              |     |              |             |     |          |             |     |          |    |     |          |    |     |                   |    |     |          |              |     |  |

**18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.**

|   |                             |  |
|---|-----------------------------|--|
| <b>a. Type Name of Authorized Representative</b><br>Mike Medlock              | <b>b. Title</b><br>Chairman | <b>c. Telephone Number</b><br>870-974-7431 |
| <b>d. Signature of Authorized Representative</b><br><i>Michael E. Medlock</i> |                             | <b>e. Date Signed</b><br>1-3-2003          |

PART II

PROJECT APPROVAL INFORMATION  
SECTION A

Item 1.

Does this assistance request require State, local, regional, or other priority rating? \_\_\_\_\_ Yes  No

Name of Governing Body \_\_\_\_\_  
Priority Rating \_\_\_\_\_

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances? \_\_\_\_\_ Yes  No (Attach Documentation)

Name of Agency or Board \_\_\_\_\_

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? (Attach Comments)  
\_\_\_\_\_  Yes \_\_\_\_\_ No

Item 4.

Does this assistance request require State, local, regional or other planning approval? \_\_\_\_\_ Yes  No

Name of Approving Agency \_\_\_\_\_  
Date \_\_\_\_\_

Item 5.

Is the proposed project covered by an approved comprehensive plan? \_\_\_\_\_  Yes \_\_\_\_\_ No

Check one: State   
Local   
Regional   
Location of plan Airport Manager's Office

Item 6.

Will the assistance requested serve a Federal installation? \_\_\_\_\_ Yes  No

Name of Federal Installation \_\_\_\_\_  
Federal Population benefiting from Project \_\_\_\_\_

Item 7.

Will the assistance requested be on Federal land or installation? \_\_\_\_\_ Yes  No

Name of Federal Installation \_\_\_\_\_  
Location of Federal Land \_\_\_\_\_  
Percent of Project \_\_\_\_\_

Item 8.

Will the assistance requested have an impact or effect on the environment? \_\_\_\_\_ Yes  No

See instruction for additional information to be provided.

Item 9.

Will the assistance requested cause the displacement of individuals families, businesses, or farms? \_\_\_\_\_ Yes  No

Number of:  
Individuals \_\_\_\_\_  
Families \_\_\_\_\_  
Businesses \_\_\_\_\_  
Farms \_\_\_\_\_

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated? \_\_\_\_\_ Yes  No

See instructions for additional information to be provided.

PART II - SECTION C (SECTION B OMITTED)

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use.—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Height zoning ordinance

2. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Land.—(a) The Sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the ~~submittal~~ property map designated as Exhibit "A"

The City holds fee simple title to the lands involved in the project or that land will be purchased for this project. See attached Exhibit "A".

\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART II - SECTION C (Continued)**

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights.—There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

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\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III - BUDGET INFORMATION - CONSTRUCTION**

**SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No. . . . . 20.106

2. Functional or Other Breakout . . . . . \_\_\_\_\_

**SECTION B - CALCULATION OF FEDERAL GRANT**

| Cost Classification                                      | Use only for revisions |                     | Total Amount Required |
|--|------------------------|---------------------|-----------------------|
|  | Latest Approved Amount | Adjustment + or (-) |                       |
| 1. Administration expense                                | \$                     | \$                  | \$                    |
| 2. Preliminary expense                                   |                        |                     |                       |
| 3. Land, structures, right-of-way                        |                        |                     |                       |
| 4. Architectural engineering basic fees                  |                        |                     | 1,260.00              |
| 5. Other architectural engineering fees                  |                        |                     | 500.00                |
| 6. Project inspection fees                               |                        |                     |                       |
| 7. Land development                                      |                        |                     |                       |
| 8. Relocation Expenses                                   |                        |                     |                       |
| 9. Relocation payments to Individuals and Businesses     |                        |                     |                       |
| 10. Demolition and removal                               |                        |                     |                       |
| 11. Construction and project improvement                 |                        |                     | 89,587.58             |
| 12. Equipment  |                        |                     |                       |
| 13. Miscellaneous  |                        |                     |                       |
| 14. Total (Lines 1 through 13)                           |                        |                     |                       |
| 15. Estimated Income (if applicable)                     |                        |                     |                       |
| 16. Net Project Amount (Line 14 minus 15)                |                        |                     |                       |
| 17. Less: Ineligible Exclusions                          |                        |                     |                       |
| 18. Add: Contingencies                                   |                        |                     |                       |
| 19. Total Project Amt. (Excluding Rehabilitation Grants) |                        |                     | 91,347.58             |
| 20. Federal Share requested of Line 19                   |                        |                     | 82,212.83             |
| 21. Add Rehabilitation Grants Requested (100 Percent)    |                        |                     |                       |
| 22. Total Federal grant requested (Lines 20 & 21)        |                        |                     | 82,212.83             |
| 23. Grantee share  |                        |                     | 9,134.75              |
| 24. Other shares   |                        |                     |                       |
| 25. Total project (Lines 22, 23 & 24)                    | \$                     | \$                  | \$ 91,347.58          |

**SECTION C - EXCLUSIONS**

| Classification | Ineligible for Participation (1) | Excluded from Contingency Provision (2) |
|----------------|----------------------------------|---|
| 26             |                                  |   |
| a.             | \$                               | \$                                      |
| b.             |                                  |   |
| c.             |                                  |   |
| d.             |                                  |   |
| e.             |                                  |   |
| f.             |                                  |   |
| g. Totals      | \$                               | \$                                      |

**SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

|                                  |             |
|----------------------------------|-------------|
| 27. Grantee Share                | \$          |
| a. Securities                    |             |
| b. Mortgages                     |             |
| c. Appropriations (By Applicant) | 4,567.38    |
| d. Bonds                         |             |
| e. Tax Levies                    |             |
| f. Non Cash                      |             |
| g. Other (Explain)               |             |
| h. TOTAL - Grantee share         | 4,567.38    |
| 28. Other Shares                 |             |
| a. State                         | 4,567.37    |
| b. Other                         |             |
| c. Total Other Shares            | 4,567.37    |
| 29. TOTAL                        | \$ 9,134.75 |

**SECTION E - REMARKS**

**PART IV PROGRAM NARRATIVE (Attach - See Instructions)**

## PROGRAM NARRATIVE JONESBORO MUNICIPAL AIRPORT

### NEED

Jonesboro Municipal Airport is served by Mesa Airline with commercial service to Dallas/Ft. Worth. The Transportation Security Agency will be manning the terminal building to screen passengers and baggage. The building did not originally provide space for these activities. As a result, the terminal building requires modification to accomplish this. The Jonesboro Airport Commission is in need of financial assistance to make the modifications necessary to meet the TSA requirements and space.

### OBJECTIVE

The objective of this project is to provide space and accommodations to provide the TSA with a security area for screening passengers and baggage for departing flights. In addition, the modifications will provide a 30 passenger seating area in a sterile environment. TSA is on a short schedule to install the equipment and initialize the screening of passengers and baggage. The space selected to accomplish this is the most appropriate for Jonesboro Municipal Airport.

### METHOD OF ACCOMPLISHMENT

The Objective of providing the required space for the security screening can be accomplished by enclosing a covered walkway between the terminal building and the aircraft apron. The existing walkway has sufficient square footage to provide the screening as well as provide for an arrival concourse. The project will involve installation of exterior and interior walls, electrical wiring, heating and air conditioning and miscellaneous items. With the concrete and roof in place, weather should not be a factor in completing the modifications. The location is in the natural flow of passengers moving towards boarding aircraft.

### GEOTECHNICAL LOCATION

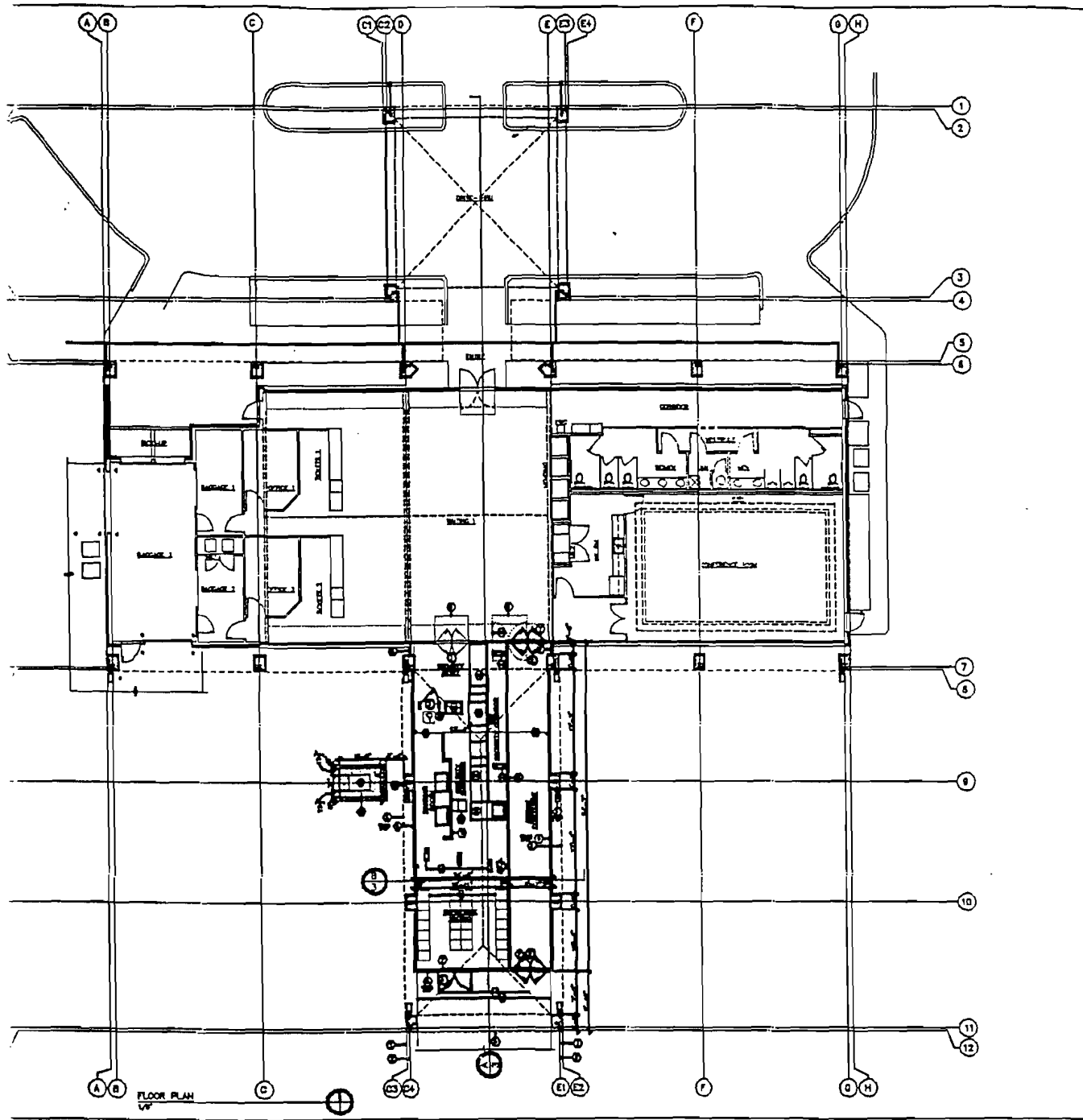
Jonesboro is located in northeast Arkansas in Craighead County. A location map is provided for review. Geographically, Jonesboro is the largest city in northeast Arkansas and is the only facility with commercial service serving the area.

### BENEFITS

Utilizing the space available on the existing covered walk will provide the best utilization of space available. This space will not diminish use of other areas of the terminal building providing the screening and security at this airport will benefit the flying public at not only Jonesboro, but also the Dallas/Fort Worth airport.







| SHEET INDEX |                         |
|-------------|-------------------------|
| NO.         | DESCRIPTION             |
| 1           | FLOOR PLAN / GENERAL    |
| 2           | MECHANICAL SCHEDULE     |
| 3           | MECHANICAL SCHEDULE A/B |
| 4           | MECHANICAL SCHEDULE C   |
| 5           | MECHANICAL SCHEDULE D   |
| 6           | MECHANICAL SCHEDULE E   |
| 7           | MECHANICAL SCHEDULE F   |

**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

2. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

4. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.

5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

7. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO ANY EXCAVATION WORK.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

9. ALL MATERIALS SHALL BE STORED PROPERLY ON-SITE.

10. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.

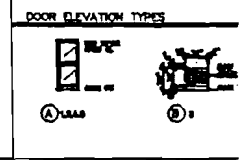
| INTERIOR FINISH SCHEDULE |             |     |
|--------------------------|-------------|-----|
| NO.                      | DESCRIPTION | QTY |
| 1                        | PAINT       |     |
| 2                        | CEILING     |     |
| 3                        | FLOORING    |     |
| 4                        | WALLS       |     |
| 5                        | DOORS       |     |
| 6                        | WINDOWS     |     |
| 7                        | STAIRS      |     |
| 8                        | ELEVATOR    |     |

| OPENING SCHEDULE |            |      |             |     |
|------------------|------------|------|-------------|-----|
| NO.              | ROOM       | TYPE | SIZE        | QTY |
| 1                | HALL       | D    | 1 1/2" x 6" | 1   |
| 2                | OFFICE     | D    | 1 1/2" x 6" | 1   |
| 3                | CONFERENCE | D    | 1 1/2" x 6" | 1   |
| 4                | MEETING    | D    | 1 1/2" x 6" | 1   |
| 5                | RECEPTION  | D    | 1 1/2" x 6" | 1   |

**REMARKS**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.



FLOOR PLAN  
V.P.



**PART V**  
**ASSURANCES**  
**Airport Sponsors**

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**A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the 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 the 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 the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

**C. Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

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

**Federal Legislation**

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

## Executive Orders

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

## Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 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.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1 2</sup>
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.<sup>1</sup>
- o. 49 CFR Part 29 - Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 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.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

## Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and OMB Circular A-87 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.

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

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

a. **Public Agency Sponsor:** It has legal authority to apply for the 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 the 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 the 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 the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
  - b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the 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 the 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 the grant agreement and shall insure that such arrangement also requires compliance therewith.
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. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
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 the grant, the total cost of the project in connection with which the 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 the 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 the 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 the 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 the 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 Veterans of the Vietnam era and 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 the grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
  - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
  - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
  - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
  - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
  - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
  - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
  - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
  - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
19. **Operation and Maintenance.**
  - a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary.

In furtherance of this assurance, the sponsor will have in effect arrangements for-

    - (1) Operating the airport's aeronautical facilities whenever required;
    - (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
    - (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
  - b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.
20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
21. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, nontenant, 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 nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

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

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

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

**25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that 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.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

**26. Reports and Inspections. It will:**

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

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

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

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

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.



- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.
30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where 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: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.
31. **Disposal of Land.**
- a. For land purchased under a grant for airport noise compatibility purposes, 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, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
- b. (1) 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, (a) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (b) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.
- (2) Land shall be considered to be needed for airport purposes under this assurance if (a) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (b) 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.
- c. Disposition of such land under (a) or (b) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 7/1/99 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.** (1) 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. (2) 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. (3) 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 recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 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 1986 (31 U.S.C. 3801).

**CURRENT FAA ADVISORY CIRCULARS FOR AIP/PFC PROJECTS**

Updated on: 7/1/99

The following apply to both AIP and PFC Projects

| NUMBER                         | TITLE  |
|--------------------------------|--|
| 70/7460-1J                     | Obstruction Marking and Lighting   |
| 150/5000-13                    | Announcement of Availability--RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airport Surface Movement Sensors |
| 150/5210-5B                    | Painting, Marking and Lighting of Vehicles Used on an Airport  |
| 150/5210-7B                    | Aircraft Fire and Rescue Communications  |
| 150/5210-13A                   | Water Rescue Plans, Facilities, and Equipment  |
| 150/5210-14A                   | Airport Fire and Rescue Personnel Protective Clothing  |
| 150/5210-15                    | Airport Rescue & Firefighting Station Building Design  |
| 150/5210-18                    | Systems for Interactive Training of Airport Personnel  |
| 150/5210-19                    | Driver's Enhanced Vision System (DEVS)   |
| 150/5220-4B                    | Water Supply Systems for Aircraft Fire and Rescue Protection   |
| 150/5220-10B                   | Guide Specification for Water/Foam Type Aircraft Rescue and Firefighting Vehicles  |
| 150/5220-13B                   | Runway Surface Condition Sensor Specification Guide  |
| 150/5220-16B                   | Automated Weather Observing Systems for NonFederal Applications  |
| 150/5220-17A                   | Design Standards for Aircraft Rescue Firefighting Training Facilities  |
| 150/5220-18                    | Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials  |
| 150/5220-19                    | Guide Specification for Small, Dual-Agent Aircraft Rescue and Firefighting Vehicles  |
| 150/5220-20, CHG 1             | Airport Snow and Ice Control Equipment   |
| 150/5220-21A                   | Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments   |
| 150/5300-13, CHG 1, 2, 3, 4, 5 | Airport Design   |
| 150/5300-14                    | Design of Aircraft Deicing Facilities  |
| 150/5320-5B                    | Airport Drainage   |
| 150/5320-6D                    | Airport Pavement Design and Evaluation   |
| 150/5320-12C                   | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces   |
| 150/5320-14                    | Airport Landscaping for Noise Control Purposes   |
| 150/5320-16                    | Airport Pavement Design for the Boeing 777 Airplane  |
| 150/5325-4A, CHG 1             | Runway Length Requirements for Airport Design  |
| 150/5340-1G                    | Standards for Airport Markings   |
| 150/5340-4C, CHG 1 & 2         | Installation Details for Runway Centerline Touchdown Zone Lighting Systems   |
| 150/5340-5B, CHG 1             | Segmented Circle Airport Marker System   |
| 150/5340-14B, CHG 1 & 2        | Economy Approach Lighting Aids   |
| 150/5340-17B                   | Standby Power for Non-FAA Airport Lighting Systems   |
| 150/5340-18C, CHG 1            | Standards for Airport Sign Systems   |
| 150/5340-19                    | Taxiway Centerline Lighting System   |
| 150/5340-21                    | Airport Miscellaneous Lighting Visual Aids   |
| 150/5340-23B                   | Supplemental Wind Cones  |
| 150/5340-24, CHG 1             | Runway and Taxiway Edge Lighting System  |
| 150/5340-27A                   | Air-to-Ground Radio Control of Airport Lighting Systems  |
| 150/5345-3D                    | Specification for L821 Panels for Remote Control of Airport Lighting   |
| 150/5345-5A                    | Circuit Selector Switch  |
| 150/5345-7D, CHG 1             | Specification for L824 Underground Electrical Cable for Airport Lighting Circuits  |

**CURRENT FAA ADVISORY CIRCULARS FOR AIP/PFC PROJECTS**

Updated on: 7/1/99

| NUMBER  | TITLE  |
|---|--|
| 150/5345-10E                                  | Specification for Constant Current Regulators Regulator Monitors                                       |
| 150/5345-12C                                  | Specification for Airport and Heliport Beacon  |
| 150/5345-13A                                  | Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits |
| 150/5345-26B, CHG 1 & 2                       | Specification for L823 Plug and Receptacle, Cable Connectors   |
| 150/5345-27C                                  | Specification for Wind Cone Assemblies   |
| 150/5345-28D, CHG 1                           | Precision Approach Path Indicator (PAPI) Systems   |
| 150/5345-39B, CHG 1                           | FAA Specification L853, Runway and Taxiway Centerline Retroreflective Markers                          |
| 150/5345-42C, CHG 1                           | Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories            |
| 150/5345-43E                                  | Specification for Obstruction Lighting Equipment   |
| 150/5345-44F, CHG 1                           | Specification for Taxiway and Runway Signs   |
| 150/5345-45A                                  | Lightweight Approach Light Structure   |
| 150/5345-46A                                  | Specification for Runway and Taxiway Light Fixtures  |
| 150/5345-47A                                  | Isolation Transformers for Airport Lighting Systems  |
| 150/5345-49A                                  | Specification L854, Radio Control Equipment  |
| 150/5345-50, CHG 1                            | Specification for Portable Runway Lights   |
| 150/5345-51, CHG 1                            | Specification for Discharge-Type Flasher Equipment   |
| 150/5345-52                                   | Generic Visual Glideslope Indicators (GVGI)  |
| 150/5345-53A, (including addendum)            | Airport Lighting Equipment Certification Program   |
| 150/5360-9                                    | Planning and Design of Airport Terminal Facilities at NonHub Locations                                 |
| 150/5360-12A                                  | Airport Signing & Graphics   |
| 150/5360-13, CHG 1                            | Planning and Design Guidance for Airport Terminal Facilities   |
| 150/5370-2C                                   | Operational Safety on Airports During Construction   |
| 150/5370-10A<br>CHG 1, 2, 3, 4, 5, 6, 7, 8, 9 | Standards for Specifying Construction of Airports  |
| 150/5390-2A                                   | Heliport Design  |
| 150/5390-3                                    | Vertiport Design   |

The following apply to AIP Projects only

| NUMBER                  | TITLE   |
|-------------------------|---|
| 150/5100-14C            | Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects |
| 150/5200-30A, CHG 1 & 2 | Airport Winter Safety and Operations  |
| 150/5200-33             | Hazardous Wildlife Attractants On or Near Airports                                      |
| 150/5300-15             | Use of Value Engineering for Engineering Design of Airport Grant Projects               |
| 150/5370-11, CHG 1      | Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements            |
| 150/5370-12             | Quality Control of Construction for Airport Grant Projects                              |
| 150/5370-6B             | Construction Progress and Inspection Report-Airport Grant Program                       |

The following apply to PFC Projects only

| NUMBER      | TITLE  |
|-------------|--|
| 150/5000-12 | Announcement of Availability - Passenger Facility Charge (PFC) Application (FAA Form 5500-1) |