NOTICE OF PUBLIC MEETING

TO THE PUBLIC AND RESIDENTS OF VERNAL CITY: Notice is hereby given that the **VERNAL CITY COUNCIL** will hold an electronic meeting on **Wednesday, June 3, 2020 at 7:00 p.m.** in the Vernal City Council Chambers at 374 East Main St, Vernal, Utah.

A G E N D A

7:00 p.m. **OPENING CEREMONY**

1. Invocation or Uplifting Thought
2. Pledge of Allegiance

STANDING BUSINESS

1. Approval of the Minutes of May 20, 2020 Special Budget Meeting
2. Approval of the Minutes of May 20, 2020 Regular Meeting

POLICY AND LEGISLATION

1. Consider Approval of FAA Grant Agreement for AIP 38 related to the Water Mitigation Project – Quinn Bennion
2. Discussion regarding the Airport Interlocal Agreement and Management of the Airport – Resolution No. 2020-06 – Quinn Bennion
3. Update of Response to COVID-19 Crisis – Quinn Bennion

ADMINISTRATIVE REPORTS

ADJOURN

NOTE: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Quinn Bennion, 374 East Main, Vernal, Utah 84078 or phone (435)789-2255 at least three days before the meeting.

MEMORANDUM

TO: **Mayor & City Council**

FROM: **Quinn Bennion, City Manager**

RE: ***Agenda Items for June 3, 2020 Council Meeting***

POLICY AND LEGISLATION

1. **Consider approval of FAA grant agreement for AIP 38 related to the water mitigation project (AIP Grant No. 3-49-0037-038-2020)** – Quinn Bennion. This is the second allotment of grant funds for the water mitigation project. The water mitigation project is designed to provide proper drainage along the runway and drain ditch. The project is currently under construction with BHI as the contractor.

2. **Discussion regarding proposed Airport Interlocal Agreement and management of the airport** – Quinn. The County, UTSSD and City officials have discussed during a number of meetings regarding the future of the management of the airport. UTSSD notified the City and County of their desire to no longer manage the airport. At the joint city/county meeting on June 1, 2020, the discussion trended toward the City managing the airport and airport staff. The proposed ILA outlines the roles and responsibilities of the sponsor entities. The best date for a transition of staff is July 1.

3. **Update of response to COVID-19 crisis** – Quinn Bennion

MINUTES OF THE VERNAL CITY COUNCIL SPECIAL BUDGET MEETING HELD MAY 20, 2020 at 5:30 p.m. in the Vernal City Council room, 374 East Main, Vernal, Utah 84078.

PRESENT: Councilmembers Nicholas Porter, Dave Everett, Ted Munford, Travis Allan and Bert Clark and Mayor Doug Hammond.

WELCOME: Mayor Doug Hammond welcomed everyone to the meeting.

ACKNOWLEDGMENT AND APPROVAL OF SPECIAL MEETING: *Councilmember Dave Everett moved to acknowledge and approve this special meeting. Councilmember Nick Porter seconded the motion. The motion passed with Councilmembers Everett, Porter, Munford, Allan and Clark voting in favor.*

FY2020 BUDGET WORKSHOP: Quinn Bennion explained that this is the last session to go over the FY2021 budget so if more time is needed, the Council can reconvene after the regular meeting is held tonight. Currently, the budget is still projected to use $790,000 of unappropriated fund balance meaning the expenses are greater than the projected revenue. Councilmember Ted Munford acknowledged that with that kind of deficit, the City will have to reduce staffing.

Utility Funds:
L.Mike Davis, water/sewer superintendent, explained that with his departments there are a lot of unknowns especially with water supplies. He explained that it is hard to predict how many water leaks there will be or the type of equipment that will be needed to make the repairs. Quinn Bennion explained that there are two water projects being budgeted. Mike Davis explained that those projects are to help with water conservation. The first project is a leak detection program at a cost of $30,000 for the entire system. The water loss is extremely high and although one massive leak was found, the overall water loss is still over 50%. The other project is to replace 500 meters. After discussion, the consensus was to drop that amount to 250 meters. Councilmember Bert Clark asked how many employees are in the water department. Mike Davis answered there are six employees including the meter reader and supervisor.

Councilmember Ted Munford stated he did not see any changes in the sewer fund. Mike Davis stated that the sewer department is small with two employees. The largest expense is the treatment plant. Councilmember Munford stated the equipment supplies line item went up to $9000. Mike Davis stated that amount should be $2000. Councilmember Ted Munford asked about the purchase of an asphalt saw. Mike Davis stated that they do have one that is not working properly, and they will try to keep it running throughout the year, or they could rent one at a cost of $1300. He noted that it would be more cost effective to purchase one.

L. Mike Davis reminded the Council that the enterprise funds do not have a limit on the amount of unreserved funds you can have. He stated that one way to offset the general fund would be to move one or two employees over to the water fund similar to the meter reader. Mike Davis, Finance Director, stated it would be better to move the administrative clerk who performs a lot of work for the water system.

AWAITING FORMAL APPROVAL

MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD MAY 20, 2020

GENERAL FUND:

Mayor and Council: Quinn Bennion explained that the election line item was dropped to $1000 as there is no election this year. Roxanne Behunin explained some funds are necessary for advertising, and possibly a primary. Quinn Bennion provided an updated list for event sponsorships using the TRT funds. Other item include the Chamber of Commerce, the safety incentive program and the welcome center. There was some discussion regarding the sponsorship funds. Councilmember Nick Porter stated this is the last year the Elks will organize the fireworks. Councilmember Travis Allan stated when the economy gets better they can consider helping the events out more. Quinn Bennion stated that the TRT tax collected this year is $100,000 and next year is projected to only be $60,000. Those funds must be attributed toward tourism, festivals, etc. Councilmember Bert Clark asked if the City has received any benefit from funding the County grant writer. Mike Davis stated his help has been limited. Councilmember Travis Allan stated he would like to receive a report. Quinn Bennion stated he and the Mayor would follow-up with that item. After further discussion regarding the sponsorships, the consensus was to keep the baseball tournaments, graduation night, and leave the rodeo at $12,000, and drop Vernal Excitement. Councilmember Travis Allan suggested the $1000 from Vernal Excitement be moved into the miscellaneous sponsorship item. The Council discussed dropping the visitor's center payment to the museum from $50,000 to $10,000. Quinn Bennion commented that the location of the visitor's center may be moved in the next few years. Councilmember Ted Munford suggested the funds be given to the Chamber to provide visitor services. Councilmember Travis Allan stated that the City is not receiving a benefit from the visitor's center. Councilmember Nick Porter agreed and suggested the funds be dropped to zero. Councilmember Clark agreed. After further discussion, the consensus was to drop it to $5,000 and drop the remaining $5,000 next year.

City Attorney: Quinn Bennion explained that this department covers the cost of four attorneys including the prosecutor, public defender, civil attorney and conflict prosecutor. The special legal services is for lawsuits or outside issues.

RECESS AND RECONVENE: Mayor Doug Hammond called for a recess at 6:55 pm to convene into the regular City Council meeting. The meeting reconvened after the regular Council meeting adjourned.

City Administration. Quinn Bennion explained that there are three employees in this department. Councilmember Ted Munford asked about the public information line item. Quinn Bennion explained that covers the contract with Laura Chynoweth who helps with social media posts. It started at $15,000 and was cut to $6000 then down to $5000. Councilmember Ted Munford asked about the equipment supplies and maintenance line item. Quinn Bennion stated that covers items such as tires and the copy machine maintenance.

AWAITING FORMAL APPROVAL

MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD MAY 20, 2020

BUDGET REDUCTION IDEAS / DISCUSSION INCLUDING SEPARATION AGREEMENT: Quinn Bennion stated that with the cuts discussed, that leaves $788,000 less anticipated revenue than expenditures. He stated there are several items on the list he provided to the Council that may get the budget closer. There was some discussion regarding the management of the airport and the resignation of the airport manager and what brought about his leaving. Quinn Bennion reminded the Council the reason the City would manage the airport is to clean it up and put policies and procedures in place. The Council asked the staff to let Doug Brown know the City appreciated his service. Quinn Bennion stated that the City budgeted half of what would normally be paid for the airport, with the remainder being paid for through a grant. Another item is the homeless tax. The County is considering closing the homeless shelter so the City may be required to pay the tax. Councilmember Ted Munford reminded the Council that the County was to cover the homeless shelter and the City would take care of the crisis center and victim advocate program. Quinn Bennion explained there is another problem with the mineral lease funds which are used by the Special Service Districts. The Trump administration is allowing 67 oil and gas industry businesses to drop paying the full amount of mineral lease taxes temporarily dropping it from 12% to 2%. That means over the next five to six months those Districts may not get any funds to operate. Councilmember Ted Munford stated the community needs fire and animal control services so those services may come back to the City. Councilmember Dave Everett stated that Animal SSD will be out of funds in six months. Councilmember Ted Munford stated that the Fire District used $400,000 of savings to pay off debt as required by the County Commissioners and now there are no funds to operate. Quinn Bennion stated that there will not be any funds in this budget to take over those services. He noted that it is hard to plan nor can the City pay for those services. He recommended the City use $788,000 of unappropriated fund balance, then reduce staff in one way or another to reduce that amount closer to zero. The first option is to offer a voluntary separation agreement. He presented a draft agreement for the Council to consider that was reviewed by the Administrative Committee. The recommended offer is $1000 for each year of full time service up to $30,000. That amount would be pro-rated for part-time employees. The termination date would be fourteen days after signing the agreement or up to 60 days if the city manager had a reason to keep them on longer. There would also be a 7 day revocation option if the employee changed their mind. To get closer to balancing the budget, the City will need to drop 6 to 7 positions. Councilmember Travis Allan stated this program should be first come first serve. Quinn Bennion stated that likely the ones that will consider this option will be the longer tenured employees who can retire or have other job options. Councilmember Bert Clark asked what will happen if 15 police officers take this offer. Quinn Bennion stated it is very low as not too many are retirement age. Councilmember Travis Allan stated they could get employment someplace else and police officers are being recruited. Quinn Bennion agreed that could happen, however this program is better than layoffs. Roxanne Behunin suggested a severance package be given if employees have to be laid off. L. Mike Davis asked the Council to consider having the City pay the taxes on the separation agreement. There was some discussion of how the taxes could be deferred. Councilmember Ted Munford reminded him the purpose of this program is to help the budget and save jobs. After further discussion, *Councilmember Ted Munford moved to approve the agreement as presented to the first ten employees who signed up. Councilmember Travis Allan seconded the motion. The motion*

AWAITING FORMAL APPROVAL

passed with Councilmembers Munford, Allan, Clark, Porter and Everett voting in favor for a unanimous vote

Quinn Bennion explained that this upcoming budget will have to be reopened if funds are received through the CARES Act or if there is a 4th stimulus package approved by the Legislature.

ADJOURN: There being no further business; Councilmember Dave Everett moved to adjourn. Councilmember Ted Munford seconded the motion. The motion passed with a unanimous vote and the meeting was adjourned.

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Mayor Doug Hammond

ATTEST:

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Roxanne Behunin, Deputy Recorder (S E A L)

AWAITING FORMAL APPROVAL

MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD MAY 20 , 2020 at 7:00 p.m. in the Vernal City Council room, 374 East Main, Vernal, Utah 84078. ***Because of gathering restrictions put in place by the Utah Department of Health, only fifty participants would be allowed in attendance.***

PRESENT: Councilmembers Nicholas Porter, Dave Everett, Ted Munford, Travis Allan and Bert Clark and Mayor Doug Hammond.

WELCOME: Mayor Doug Hammond welcomed everyone to the meeting.

INVOCATION OR UPLIFTING THOUGHT: The invocation was given by Councilmember Bert Clark.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Councilmember Nicholas Porter.

APPROVAL OF THE VERNAL CITY COUNCIL SPECIAL BUDGET MEETING MINUTES OF MAY 6, 2020: *Councilmember Ted Munford moved to approve the special budget minutes of May 6, 2020. Councilmember Nicholas Porter seconded the motion. The motion passed with Councilmembers Everett, Munford, Allan, Porter and Clark voting in favor.*

APPROVAL OF THE VERNAL CITY COUNCIL REGULAR MEETING MINUTES OF MAY 6, 2020: *Councilmember Bert Clark moved to approve the minutes of the regular City Council meeting held May 6, 2020. Councilmember Dave Everett seconded the motion. The motion passed with Councilmembers Everett, Munford, Allan, Porter and Clark voting in favor.*

REQUEST FOR SPONSORSHIP OF THE JR. LIVESTOCK SHOW: Cindy Birchell explained that she is here to ask for funding for the Junior Livestock Show. With the pandemic situation this year, most of the shows were closed and cancelled. This show has been working with Tri-county Health to host this show for just Uintah Basin residents and there are 156 entries. She stated they understand the budget restraints and appreciate any sponsorship the City could offer. Quinn Bennion explained that this event has been budgeted in the amount of $750. *Councilmember Dave Everett moved to approve $750 for the Junior Livestock Show. Councilmember Bert Clark seconded the motion. The motion passed with the following roll call vote:*

Councilmember Allan .....aye;
Councilmember Munford .....aye;
Councilmember Everett .....aye;
Councilmember Porter .....aye;
Councilmember Clark .....aye.

PRESENTATION REGARDING THE POSSIBLE ADDITION OF BIKE LANES ALONG SR-121 AS PART OF THE UDOT RESURFACING PROJECT – CIVCO ENGINEERING: Brett Reynolds explained that UDOT is doing a project from the gravel pit to 500 West on SR121, and they want to comply with the trails master plan. Highway 121 has been designated as a top priority for a bike trail system and there is enough room to add a bike

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lane from 3500 West down to the clinic. However, there is one stipulation – there cannot be any parking along that road which will have to be enforced. Quinn Bennion explained this is a resurfacing and restriping project. He stated that although the Trails Committee is supportive of bike lanes, it is a difficult decision to eliminate parking thereby remove one person's benefit for another person's benefit. This would also add to the City's commitment to sweep this area more often to keep the rocks off the bike lane. Brett Reynolds stated this is not an option for the County since they do not have a street sweeper. Councilmember Ted Munford stated he would rather wait until this project can be done correctly like widening the shoulder. Councilmember Travis Allan stated that although he appreciates UDOT acknowledging the plan, this does not seem like the right time to remove parking. Councilmember Dave Everett agreed. After further discussion, the consensus of the Council was to thank UDOT for considering the plan, and keep it in mind for a later date. Brett Reynolds stated he would convey that the City wants the trail, just not yet.

PUBLIC HEARING: FY2021 BUDGET: Mayor Doug Hammond opened the public hearing, and explained that now is the time for anyone to bring up any items in reference to the upcoming budget. So far the City has held three budget workshops to try to come up with a balanced budget. There were no public comments and the public hearing was closed.

REQUEST FOR APPROVAL OF A MINOR SUBDIVISION FOR TYLER AND MARILEE SHINER FOR THE PROPERTY LOCATED AT 261 WEST 500 SOUTH, VERNAL, UTAH: Allen Parker explained that the City received a request to subdivide a parcel of property on 500 South 260 West. The property currently has a home on it, and the request is to split the house property from the remaining property making the second parcel a flag lot. The Planning Commission reviewed the request and is forwarding a positive recommendation. The staff has reviewed the lots and finds them to be compliant with City code. Councilmember Bert Clark asked what the width of the lot will be at the entrance on 500 South. Allen Parker answered that the drive entrance is 24 feet. There was some discussion regarding the irrigation line and pump and protecting that infrastructure. After further discussion, *Councilmember Ted Munford moved to approve the Shiner minor subdivision. Councilmember Travis Allan seconded the motion. The motion passed with the following roll call vote:*

Councilmember Allan .....aye;
Councilmember Munford .....aye;
Councilmember Everett .....aye;
Councilmember Porter .....aye;
Councilmember Clark .....aye.

RATIFICATION OF CARES ACT GRANT AGREEMENT FOR $1,043,853 FOR PURPOSES OF OPERATION AND MAINTENANCE OF THE AIRPORT: Quinn Bennion reminded the Council that he previously spoke with them about the funding through the CARES Act from the FAA for the airport. That funding is just over $1 million dollars and must be used for the operation and maintenance and immediate capital expenses of the airport. The funds will be used to purchase the $550,000 sweeper and pay the operation expenses for 2020.

AWAITING FORMAL APPROVAL

Councilmember Bert Clark moved to ratify the approval of the grant agreement from the CARES Act for the airport. Councilmember Nick Porter seconded the motion. The motion passed with the following roll call vote:

Councilmember Allan .....aye;
Councilmember Munford .....aye;
Councilmember Everett .....aye;
Councilmember Porter .....aye;
Councilmember Clark .....aye.

CONSIDER APPROVAL OF AMENDMENT NO. 1 TO GRANT AGREEMENT (AIP GRANT NO. 3-49-0037-037-2020) FOR THE REIMBURSEMENT OF THE AIRPORT FENCE: Quinn Bennion explained that this funding also comes through the CARES Act with the FAA offering to cover 100% of this recent project, although it is still unreimbursed. There will be no local match requirement which would have been $32,000. Uintah County paid for most of that cost and will be reimbursed when the funds are paid by the FAA. *Councilmember Nick Porter moved to approve the grant agreement with the FAA for the fence at the airport. Councilmember Ted Munford seconded the motion. The motion passed with the following roll call vote:*

Councilmember Allan .....aye;
Councilmember Munford .....aye;
Councilmember Everett .....aye;
Councilmember Porter .....aye;
Councilmember Clark .....aye.

CONSIDER APPROVAL OF AN INTERLOCAL AGREEMENT WITH NAPLES CITY AND UINTAH COUNTY FOR PARTICIPATION IN A JOINT STORM WATER DRAINAGE SYSTEM PROJECT – RESOLUTION NO. 2020-05: Quinn Bennion explained that this agreement is the next step in the storm drainage project working with Naples City and Uintah County. Naples City will be the applicant for funding to the Community Impact Board and this agreement outlines the obligations of each entity. Vernal City's commitment is $25,000 if funding is secured as proposed to the CIB Board. Councilmember Travis Allan asked if a decision had been made to pipe the entire channel and give up Kids Canal. Quinn Bennion stated it will not be the same as now, however, there are some decisions ahead of the City to allow some water in the channel. Councilmember Travis Allan stated that the canal has a lot of foliage and trees that will not have any water anymore. Councilmember Bert Clark stated the central canal president knows they still need to maintain the canal. Dean Baker, Mayor of Naples City, stated he understands the canal company, along with the County will maintain the canals. Councilmember Travis Allan asked if this was addresses in the environmental impact study. Quinn Bennion stated he did not know if that was part of the study. Councilmember Ted Munford stated they may remove some of the trees when they lay the pipeline. After further discussion, *Councilmember Travis Allan moved to approve the Interlocal Agreement for the storm water project, Resolution No. 2020-05. Councilmember Dave Everett seconded the motion. The motion passed with the following roll call vote*:

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Councilmember Allan .....*aye;*
Councilmember Munford .....*aye;*
Councilmember Everett .....*aye;*
Councilmember Porter .....*aye;*
Councilmember Clark .....*aye.*

CONSIDER APPROVAL OF A STATEWIDE UTILITY LICENSE AGREEMENT WITH UDOT FOR USE OF THE STATE'S RIGHT-OF-WAY FOR UTILITIES: Quinn Bennion explained that every five years the City must renew an agreement with UDOT to use the right-of-way in the State roads for City utility lines. *Councilmember Ted Munford moved to approve the agreement with UDOT for the utility license. Councilmember Nick Porter seconded the motion. The motion passed with the following roll call vote*:

Councilmember Allan .....*aye;*
Councilmember Munford .....*aye;*
Councilmember Everett .....*aye;*
Councilmember Porter .....*aye;*
Councilmember Clark .....*aye.*

RATIFICATION OF CITY EMPLOYEE'S HEALTH INSURANCE: Quinn Bennion reminded the Council that he spoke with them about the health insurance renewal as the benefits coordinator needed to know what direction to take for next year's plan. The cost was negotiated with UHC, and in order to keep the rate the same some changes had to be made to the plans. The traditional plan will have an increase in the cost of office visits, and the high deductible plan will have the out of pocket maximum increase from $3000 for single coverage to $3500 and for families from $6000 to $7000. This was discussed by the department heads and even though there were a lot of different views, they understand keeping the cost the same so there is not increase to the City or the employees. *Councilmember Travis Allan moved to ratify the decision to change the health insurance plan slightly and keep the rate at zero percent increase in cost. Councilmember Ted Munford seconded the motion. The motion passed with the following roll call vote*:

Councilmember Allan .....*aye;*
Councilmember Munford .....*aye;*
Councilmember Everett .....*aye;*
Councilmember Porter .....*aye;*
Councilmember Clark .....*aye.*

DISCUSSION REGARDING EXEMPT EMPLOYEES (FIRST READING) – RESOLUTION NO. 2020-04: Quinn Bennion explained that he would like to add four positions to the exemption, or salaried, list of positions for the City. Two of those positions are not currently filled, however, in the event in the future they are funded, those positions should be salaried. Those two positions are the City Recorder and the Public Works Director. Councilmember Ted Munford asked if it is common in the public sector to have these positions exempt. Quinn Bennion answered yes, it is common, and allowed by Fair Labor Standards.

AWAITING FORMAL APPROVAL

He noted that this is the first reading so additional information can be obtained before finalizing this resolution.

UPDATE OF COVID-19 CRISIS: Quinn Bennion explained that he had been extremely busy with State meetings to decide how the CARES Act funding will be released. The decision was finally made to release the funds in three segments. The first release will be in June, the next will be later in the summer and the last one will be in October. The concern is the rules may change after the first release. The first allotment will be distributed based on population, and the funds can only be used for COVID related items. Councilmember Ted Munford suggested a letter be drafted saying the City appreciates the work on this issue and there is no reason to change the distribution. Quinn Bennion stated the City will receive around $300,000 and the County will receive around $1.2 million dollars. The employees have been keeping track of their work related to COVID, however it will be a stretch to use those funds for that purpose. There is a proposal to use those funds for business grants. Also, UBAG received an additional allotment of $430,000 for CDBG funds, however, the use of those funds is very restrictive.

ADMINISTRATIVE REPORTS

Dinosaur:
Mayor Doug Hammond stated he received phone calls about dressing up the dinosaur for graduation and the crews are willing to do that.

CONTINUATION OF FY2021 BUDGET WORKSHOP (IF NECESSARY): Quinn Bennion asked the Council to reconvene into the budget work session.

ADJOURN: There being no further business; *Councilmember Ted Munford moved to adjourn. Councilmember Travis Allan seconded the motion. The motion passed with a unanimous vote and the meeting was declared adjourned.*

_____
Mayor Doug Hammond

ATTEST:

_____
Roxanne Behunin, Deputy Recorder (S E A L)

AWAITING FORMAL APPROVAL

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

The Honorable Doug Hammond
Mayor of Vernal
374 East Main Street
Vernal, Utah 84078

Mr. Brad Horrocks, Commission Chairman
Uintah County Commissioners
152 E 100 N, 2nd Floor West Wing
Vernal, Utah 84078

Dear Mayor Hammond and Commissioner Horrocks:

We are enclosing an electronic copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-49-0037-038-2020 at the Vernal Regional Airport. 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 June 26, 2020, in order for the grant to be valid.
- You may not make any modification to the text, terms or conditions of the grant offer.
- 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 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.

Jesse Lyman 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 Jesse at (303) 342-1262.

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

Sincerely,

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	
Airport/Planning Area	Vernal Regional Airport
AIP Grant Number	3-49-0037-038-2020 (Contract No. DOT-FA20NM-1035)
DUNS Number	05-053-4361

TO: City of Vernal and County of Uintah, 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 February 24, 2020, for a grant of Federal funds for a project at or associated with the Vernal Regional Airport, which is included as part of this Grant Agreement; and

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

Improve Airport Drainage

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 $228,402.

   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;

   $228,402 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 June 26, 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 Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    A. may not be increased for a planning project;

    B. may be increased by not more than 15 percent for development projects;

    C. may be increased by not more than 15 percent for a land project.

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Provide one copy of the completed audit to the FAA, if requested.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    A. Verify the non-federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
        3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

    B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

    C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **Ban on Texting When Driving.**

    A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
            a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
            b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts, and subcontracts

21. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated October 3, 2016, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. **Employee Protection from Reprisal.**

    A. Prohibition of Reprisals –

        1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
            i. Gross mismanagement of a Federal grant;
            ii. Gross waste of Federal funds;
            iii. An abuse of authority relating to implementation or use of Federal funds;
            iv. A substantial and specific danger to public health or safety; or
            v. A violation of law, rule, or regulation related to a Federal grant.

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

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

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

SPECIAL CONDITIONS

25. **Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated February 28, 2020, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

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

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

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

#

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

(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

_____

CITY OF VERNAL, UTAH

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Printed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , 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

_____

By: _____

(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.

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.[2]

Dated

_____

COUNTY OF UINTAH, UTAH

(Name of Sponsor)

_____ _____

(Signature of Sponsor's Authorized Official)

By: _____

(Printed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , 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

_____

By: _____

(Signature of Sponsor's Attorney)

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

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 Opportunity[1]

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[1]

f. Executive Order 12898 - Environmental Justice

g. Executive Order 13788 - Buy American and Hire American

h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]

c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment

d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.

e. 14 CFR Part 150 - Airport noise compatibility planning.

f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.

g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

h. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]

i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]

m. 49 CFR Part 20 - New restrictions on lobbying.

n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[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 5tates 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, 4711S, 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.

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

RESOLUTION 2020-06

A RESOLUTION OF THE VERNAL CITY COUNCIL AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH UINTAH COUNTY FOR OPERATION AND MAINTENANCE OF THE VERNAL REGIONAL AIRPORT.

WHEREAS, the parties are authorized by the Utah Interlocal Cooperation Act, as set forth in Title 11, Chapter 13, Utah Code Ann. To enter into agreements with other public agencies on the basis of mutual advantage and to more efficiently provide government facilities, services and improvements to the general public; and

WHEREAS, Uintah County and Vernal City, as co-owners and sponsors of the Vernal Regional Airport, desire to establish and adopt an Interlocal Agreement to more effectively provide governmental services to the public at the airport; and

WHEREAS, it is agreed that the Sponsors shall proportionately share all costs and expenses arising from, or associated in any way with the operation and maintenance of the Vernal Regional Airport with the County paying 75% and the City paying 25% of all such expenses; and

WHEREAS, The Sponsors desire to have Vernal City act as manager and operator to facilitate and promote the air transportation system at the airport.

NOW THEREFORE, in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, receipt, fairness, and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

SECTION 1. ***Interlocal Agreement.*** The Vernal City Council desires to enter into this joint cooperation agreement.

SECTION 2. **Approval.** The Vernal City Council hereby approves the Interlocal Agreement referred to above and authorizes the Mayor to execute it on behalf of Vernal City.

SECTION 3. **Severability.** The provisions of this resolution shall be severable and if any provision thereof or the application of such provision under any circumstances is held invalid, it shall not affect any other provision of this resolution or the application in a different circumstance.

SECTION 4. **Effective Date.** This resolution shall become effective immediately upon adoption by the governing or legislative bodies of Uintah County and Vernal City .

PASSED, AND ADOPTED this ___ day of June, 2020.

_____

Mayor Doug Hammond

ATTEST:

_____

Quinn Bennion, City Recorder (S E A L)

Field Code Changed

INTERLOCAL AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE VERNAL REGIONAL AIRPORT

THIS AGREEMENT, made and entered into effective the ____ day of _____, 2020, at Vernal, Uintah County, Utah, by and between Uintah County, a political subdivision of the State of Utah, (hereinafter referred to as "County"), Vernal City, a municipal corporation, (hereinafter referred to as "City"), (collectively both City and County shall be known as "Sponsors") and the Uintah Transportation Special Services District, a Special Service District established in accordance with the laws of the State of Utah (hereinafter referred to as "District") and the Municipal Building Authority of Uintah County, (hereinafter referred to as "the" MBA").

RECITALS

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, *Utah Code Annotated* §11-13-101 et seq. 1953 as amended, political agencies including political subdivisions and districts of the State of Utah as therein defined, are authorized to enter into written agreements with one another for mutual advantage and to more effectively provide governmental facilities, services and improvements to the general public; and

WHEREAS, County and City have successfully operated the Vernal Regional Airport, the largest Airport in Northeastern Utah, since June 1945; and

WHEREAS, the Uintah Transportation Special Service District pursuant to an Interlocal agreement entered into on or about the first day of November 2015 has operated the Vernal Regional Airport from January 1, 2016 until_____2020.

WHEREAS, "District" has given notice pursuant to the Interlocal Agreement of its termination of management of the Airport, and

WHEREAS, County, City, and the MBA each desire to establish and adopt an Interlocal Agreement to more effectively provide governmental services to the public at the Vernal Regional Airport, wherein Sponsors will retain sponsorship rights and responsibilities and obligations and Vernal City shall acquire rights and responsibilities and sole authority as provider of maintenance, management, and operations of the Vernal Regional Airport; and

WHEREAS, Sponsors have determined that it is in the best interests of the effective and economical management and operation of the Airport that City have all of the authority, rights, and responsibilities associated with the operation and maintenance of the Airport that are not specifically reserved to Sponsors by this agreement; and,

WHEREAS, the parties desire to effectuate the termination of rights responsibilities and obligations of District concerning the operation and maintenance of the Vernal Regional Airport and the termination of the 2015 Interlocal Agreement for the Sponsorship Operation and Maintenance of the Vernal Regional Airport, the "2015 Agreement"; and,

WHEREAS, it is agreed that the Sponsors shall proportionately share all of the costs and expenses arising from, or associated in any way with the operation and maintenance of the Vernal Regional Airport which are not covered by revenues generated by the Airport, in proportion to the ownership interest of the Airport, such that County shall pay 75% and City shall pay 25% of all such expenses; and,

WHEREAS, each of the Parties desire to enter into this Agreement pursuant to the provisions of the Utah Interlocal Cooperation Act, as set forth in Title 11, Chapter 13, *Utah Code Annotated*, so that the County and City may act as Sponsors of the Vernal Regional Airport and City shall act as manager and operator to facilitate and promote~~develop~~ the air transportation system within Uintah County.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements by and between the parties hereto, County, City, MBA, and District agree as follows:

ARTICLE ONE
SCOPE OF AGREEMENT

1. PURPOSE. By entering into this *Interlocal Agreement for Operation and Maintenance of the Vernal Regional Airport*, (2020 Agreement) County and City, (collectively "Sponsors") shall continue as Joint Sponsors of the Vernal Regional Airport (herein referred to as "Airport") but transfer sole right and responsibility for the operation, management and maintenance of Airport to City, and shall establish the funding mechanism for the Airport.

1.1 By this Agreement, and valuable consideration provided, the Sponsors intend to grant City, to the fullest extent permissible by State and Federal law, authority for the management and operation of the Airport , subject only to the specific limitations herein contained.

1.2 All existing rules, regulations, contracts and other actions and leases previously adopted or approved by the District or Sponsors, acting jointly, and not in conflict with this Agreement are unaffected and shall remain in full force and effect until terminated or amended in accordance with the terms or provisions of those rules, regulations or contracts or this Agreement.

ARTICLE TWO
DELEGATION OF AUTHORITY

2. Sponsors specifically grant the authority to exercise all powers, as specified in this *Interlocal Agreement for Operation and Maintenance of the Vernal Regional Airport* to City.

2.1 City represents it can accept and does accept~~s~~ such delegation and confirms it is a political subdivision of the State of Utah and has all power to act as the managing ~~governing~~ authority as it concerns air transportation services and operation and maintenance of the Airport.

2.2 Sponsors expressly reserve the joint authority to acquire, sell, transfer, or dispose of real property. City shall have sole and exclusive right and authority over grants of lease, including establishing the terms and conditions of lease agreements, and enforcing through any legal means all lease agreements and prohibiting trespass, unlawful detainer, or unauthorized use of Airport property. Sponsors shall retain power, concerning extraterritorial jurisdiction, and to zone real property within their jurisdictions and exercise powers of eminent domain. City is granted authority to lease personal property at the Airport.

ARTICLE THREE
AIRPORT FINANCES

3. The expenses of operating Vernal Regional Airport shall be paid, first from the operating revenues of the Airport, next from the proportionate contributions of Sponsors as described herein.

3.1 City shall not be responsible for the payment of any costs or expenses associated with the Airport except its proportionate (25%) share by virtue of sponsorship, County shall only be responsible for its proportionate (75%) share by virtue of sponsorship, of all costs and expenses.

3.2 All fees, charges, rents, grants or other income received by or accruing to the Airport for activities relating to the Airport shall at all times be received by City and used in compliance with the Federal Aviation Administration Revenue Policy and this Agreement.

3.3 It is understood that certain monies expended by Sponsors, MBA, or District on specific projects before the effective date of this Agreement shall be reimbursed by FAA funds. A list of those projects with dollar amounts and the party to receive then is set forth as **Exhibit 1** to this Agreement.

3.4 Airport funds shall be administered and accounted for by City in accordance with the rules, regulations and principles established and approved by the Auditor of the State of Utah, and the established financial and accounting policies of City, subject only to contrary federal audit requirements.

3.5 Sponsors shall be proportionately responsible for payment of all costs and expenses associated with Airport which are not paid by Airport revenue or tax revenue assigned to Airport or from other sources. County shall pay 75% and City shall pay 25% of those costs and expenses.

3.6 City shall submit to County on at least a quarterly basis a statement showing revenues received and expenses incurred and the amount due from County and from City. County shall reimburse its proportionate share of the costs and expenses to City within 30 days of receipt of the statement. Any amounts not paid when due shall accrue interest at 5% per annum.

3.7 The budget year for the Airport shall coincide with the City budget year. City shall present to County a proposed Airport budget on or before March 15th each year. County and City shall review and approve the annual budget on or before April 30th of each year. Sponsors shall each appropriate in their budgets their share of the Airport budget annually.

3.8 During the time that District had management responsibility for the Airport a new sweeper was purchased having a cost of approximately $550,000 by District. The Cares Act Funds will be used in part to pay for that equipment which shall be Airport property.

3.9 All grants, donations, federal funds, including those arising from any Coronavirus relief programs, Airport revenues and earmarks not used by District for necessary operation and maintenance expenses of the Airport shall be transferred by District to City upon the effective date of this agreement

ARTICLE FOUR
AIRPORT PROPERTY

4. The "Airport" consists of the Vernal Regional Airport land and facilities, and such other property as may hereafter be acquired for Airport purposes in conformance with this Agreement.

4.1 Subject to Federal Aviation Administration rules and regulations and all Federal Aviation grant assurances, it is agreed that all real property and fixtures, whether presently held or acquired in the future, shall be owned by the Sponsors, but shall be held and managed as part of the Airport. A list of the property previously assigned or transferred to District which is returned to City for Airport use shall be attached to this

agreement as **Exhibit 2**.

4.2 Upon the effective date of this Agreement, Sponsors retained ownership of the real estate. Pursuant to the 2015 Interlocal Agreement Sponsors leased the real property and personal property by a written lease agreement to the District. Pursuant to the 2015 Agreement such lease shall be terminated by this Agreement and said real and personal property shall, pursuant to this agreement, be held, used, managed, controlled, and maintained by City for benefit of the Airport.

4.3 The personal property and equipment for the benefit of the Airport acquired, and held by District which is set forth on **Exhibit 3** shall continue to be Airport property and shall be transferred to the control and use of City for Airport purposes. Except for the items listed on **Exhibit 4**, pursuant to the provisions of the 2015 Interlocal Agreement all equipment and property now being used in any way for the operation and maintenance of the Airport shall remain with the Airport, and shall be turned over to City by District to be used for the continued operation and maintenance of the Vernal Regional Airport or any replacement Airport. Upon termination of the 2015 Interlocal Agreement, all personal property purchased by the District shown on **Exhibit 4** shall be owned by the District.

4.4 Fixtures purchased by District during the time of District's operation and management of Airport shall not be deemed personal property and shall remain at Airport.

4.5 The acquisition or sale of real estate for the Airport shall require the joint approval of the Sponsors and all real estate shall be titled in the name of Uintah County and/ or Vernal City, subject to the provisions of Section 2 of this Agreement.

4.6. If at any time City determines that it does not have further need for, or desires to replace, any item of Airport personal property, including equipment, which was purchased by the Sponsors, City shall notify the Sponsors of the intent to dispose of that property. If either of the Sponsors request that property to be returned, said equipment or property shall be provided to the Sponsors for their use or other disposition. Any property not so claimed by Sponsors shall be disposed of pursuant to the Surplus Property Ordinance or policies of City.

ARTICLE FIVE
FEDERAL RULES, REGULATIONS AND REQUIREMENTS

5. Sponsors have received grants from the Federal Aviation Administration on behalf of Airport which have imposed restrictions, conditions, and obligations on the use of Airport properties and further require that the revenues received be devoted to aeronautical and other legal purposes. The Sponsors hereby expressly ratify and confirm all previous grant agreements

in existence at the time of execution of this Agreement and agree to be bound by any conditions or obligations imposed therein. Any future grant or other form of federal financial assistance for the Airport shall require approval and the acceptance of funds by the Sponsors.

5.1 Upon termination of this Agreement, notice shall be given to the Federal Aviation Administration of any change affecting ownership, control, operation, or performance of any conditions or obligations required by the grants or other federal financial assistance programs. It is also recognized that termination or disposition of the properties of the Airport may require prior Federal Aviation Administration approval.

ARTICLE SIX
RESPONSIBILITIES AND AUTHORITY OF VERNAL CITY

6. Vernal City agrees to act as Operator and Manager for the Vernal Regional Airport, located in Uintah County, State of Utah. City agrees that as the Manager, it is subject to the terms and provisions of this Agreement. City agrees to manage and operate the Airport by providing all services required by State, County and Federal laws.

6.1 City as Manager, shall take over management responsibilities on the effective date of this Agreement. City shall maintain Airport facilities in good repair and in conformance with applicable FAA requirements. City shall determine the method, details and means of performance of services at Airport except in those circumstances where current and valid agreements already detail responsibilities and performances. City shall be responsible for selecting and providing engineering, accounting, audit and legal services necessary for its operations of the Airport facility aid.

6.2 City shall maintain in effect throughout the term of this Agreement liability insurance covering the Airport premises and its appurtenances in the amount of at least $1,000,000.00 for injury to or death of any one person, and $10,000,000.00 for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the same amount. Such insurance shall specifically insure City against any liability assumed by it hereunder, as well as liability imposed by law, and shall insure both Sponsors, but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for County and City.

6.3 City shall maintain comprehensive collision and liability insurance on all equipment that it uses at Airport during the term of this Agreement. City shall, at all times during the term of this Agreement keep the Premises and all improvements which are now or hereafter a part of the Airport Premises insured against loss or damage by fire and the extended coverage hazards for one hundred percent (100%) of the full replacement value of such improvements, with loss payable to Sponsors as their interests

may appear. City may but shall not be obligated to ~~e~~insure any privately owned structures or property located on Airport premises, and shall require Airport Lessees to insure Lessees property and to provide liability insurance to protect Lessee and Sponsors.

6.4 City shall have the exclusive authority to enter into lease agreements for real and personal property of the Airport and to adopt all fee schedules for services as allowed under FAA requirements. Except where a currently existing lease expressly prohibits such assignment, ~~A~~as Sponsors and/or District have already entered into certain agreements with various individuals and business entities, the Sponsors and District hereby assign to City those agreements and leases and City assumes the responsibilities of the Sponsors or Manager under those agreements on the effective date of this Agreement. A list and copy of such agreements shall be attached to this *Interlocal Agreement for, Operation and Maintenance of the Vernal Regional Airport* as **Exhibit 5**.

6.5 City may adopt all reasonable rules and regulations and Airport policies and procedures not in conflict with Federal, State and Local laws and grant assurances for the control and management of the Airport; including, but not limited to, minimum standards for aeronautical and non-aeronautical activities and standards of conduct for employees and Airport users.

6.6 Contracts for procurement of goods and services must satisfy the legal and procedural requirements of City and Federal and State law. City purchase and procurement policy will apply .

6.7 City shall notify Sponsors and receive approval before installing or erecting any structure or fixture on the Airport premises or acquiring equipment having a cost to Sponsors in excess of $10,000.00 or for which the amount that is not or will not be reimbursed by FAA or other grant or third-party exceeds $10,000.00 payments. This shall not apply to items set forth on line items on the budget.

6.8 The parties acknowledge that the operation of the Airport shall be the responsibility of the City. As such, the City shall be responsible for making all assignments with respect to use of equipment and employees.

6.8.1 Existing employees of District assigned exclusively to the Airport shall upon the effective date of this agreement become employees of City subject to all personnel policies and procedures of City. District shall transfer to City all personnel records and documents.

6.8.2 From the effective date of this Agreement, City shall assume responsibility for payment of compensation for current employees at the Airport and agrees that these employees shall become employees of the City. As of the effective date of this Agreement, City shall be in charge of all employee

assignments within the Airport. The employment, terms of employment, and termination of Airport employees shall be the sole prerogative of the City, in accordance with applicable laws and City policies. Provided, however, City shall not be responsible for compensation or claims of District employees accruing prior to the effective date of this Agreement.

6.9 City shall accept all equipment and personal property at the Airport from District "as is", without any warranty. This cannot be interpreted as nullifying manufacturer warranties. District shall have no liability to repair or maintain the equipment transferred to City after the effective date of this Agreement. City shall use, maintain and repair all equipment in a reasonable and prudent manner. However, all parties acknowledge that the equipment is of a nature and the work being performed therewith is such that the equipment may be destroyed or damaged or become worn out or obsolete and in need of repair or replacement during the ordinary and intended use of the equipment.

6.9.1 Vernal City and Uintah County each own an undivided interest in the Airport land and equipment listed in **Exhibit 6** attached hereto. Sponsors shall ~~transfer or~~ assign its ~~their~~ interests in the Airport land and equipment to City to be used by City, to use to provide the operating and management services set forth herein. Nothing herein shall be construed as changing ownership of the land or equipment.

6.9.2 Upon termination of this Agreement, any remaining Airport equipment, or assets shall be returned to the entity that transferred it to the City, "as is" without any warranty. If City purchases with Airport funds new equipment to replace the equipment that is worn out, outdated, obsolete, or damaged, the new equipment shall be property of the Airport.

6.10 Sponsors shall have ultimate authority over discussions, negotiations and decisions concerning Essential Air Service Carriers.

6.11 City shall establish a separate Airport fund in accordance with State and City financial policies and procedures into which all revenue derived from the Airport as well as payments from City and County shall be deposited and from which all expenditures related to the Airport shall be made.

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ARTICLE SEVEN
AIRPORT BOARD

7. Sponsors by Resolution may establish an Airport Advisory Board. The Airport Advisory Board shall operate pursuant to bylaws adopted or approved by the Sponsors. The Airport Board shall consist of five (5) individuals appointed as follows:

One member appointed by the Vernal City Mayor

One member appointed by the Naples City Mayor

One member appointed by the ~~Chairman of~~ Uintah County Commission

One member appointed by the Uintah County Commissioner~~s~~ who shall be a lessee or sublessee at the Airport

One member appointed by the Uintah County Commission who shall be a taxpayer with no economic interest in the Airport or Airport operations.

7.1 The powers and duties of the Board shall include:

The Vernal Airport Advisory Board shall have the authority to make recommendations concerning the needs and requirements of the Airport and its facilities. It shall study aircraft operation and maintenance procedures, local, state and federal budgetary matters, and funding sources, recommend development that is desirable for the Airport, and shall study and recommend an overall plan for the Vernal Regional Airport. It shall have no authority to initiate action regarding any matter which it recommends. ~~without approval of City or Sponsors.~~

The Sponsors by joint Resolution may revise the Board membership and appointment provisions and may revise the powers and duties of the Board without amending this Agreement

ARTICLE EIGHT
RESPONSIBILITIES AND AUTHORITY OF UINTAH COUNTY AND VERNAL CITY

8. Sponsors by this agreement assign and transfer to City full and complete authority, control, management, and responsibility for Airport property, but retain the ownership of the real property, including buildings upon Airport property and authority to zone any Airport property within each entities' jurisdiction

8.1 County shall provide without charge to the City, the services of the County's grant writing employees as requested by the City, to assist with grant writing for the Airport.

ARTICLE NINE
PRIOR AGREEMENTS

9. This *Interlocal Agreement for Operation and Maintenance of the Vernal Regional Airport* merges and supersedes any and all prior agreements relating to the Airport, if any, between the parties, however, any rights duties or obligations arising from prior agreements which by their terms survive termination of those agreements are not extinguished by this Agreement.

ARTICLE TEN
OTHER RESPONSIBILITIES OF EACH PARTY

10. This Agreement does not in any way relieve any party, as a public agency, of any of their obligations, duties, or responsibilities imposed on it by law.

ARTICLE ELEVEN
EFFECTIVE DATE AND FILING OF AGREEMENT

11. Except as otherwise provided herein, this agreement shall have an effective date of _____ _____, 2020. This Agreement shall become effective and binding on the parties upon the execution thereof by the authorized representative of each of the parties hereto and upon the adoption of a Resolution of the governing body of each of the entities authorizing said entity to enter into this agreement, and upon the filing of an executed copy of the Resolution and Agreement with the keeper of records of each party.

ARTICLE TWELVE
GOVERNING LAW AND VENUE

12. This Agreement shall be governed, construed and enforced by and under the applicable laws of the United States and the State of Utah. This agreement has been entered into and is performed in the County of Uintah, venue of any action relating to this agreement shall be in Uintah County.

ARTICLE THIRTEEN
AMENDMENTS

13. This Agreement may be amended in whole or in part at any time by written amendment approved and signed by the Sponsors and to the extent that the rights duties or obligations of another party are implicated by the amendment, by that party.

ARTICLE FOURTEEN
SEVERABILITY

14. If any provisions of this agreement are held to be invalid or unenforceable by a court of

proper jurisdiction, the remaining provisions shall remain in full force and effect.

ARTICLE FIFTEEN
REVIEW BY AUTHORIZING ATTORNEY

15. In accordance with the provisions of Section 11-13-2-2.5(3), *Utah Code Annotated*, this agreement shall be submitted to each organization's attorney for review as to proper form and compliance with applicable law before this agreement may take effect.

ARTICLE SIXTEEN
TERM AND TERMINATION

16. This Agreement shall continue in effect, unless otherwise modified or terminated by mutual agreement of the parties, for a period of 50 (fifty) years. Sponsors collectively or may terminate this Agreement at any time "for cause" in the event of a material breach of the Agreement which remains uncorrected for a period of 90 (ninety) days after notice of breach and demand to perform is delivered to the nonperforming party. Any party may terminate this Agreement without cause upon giving to each of the other parties to this Agreement written notice of intent to terminate which shall be delivered not less than 12 (twelve) months in advance of the termination date. Financial obligations, including bonds, shall be governed in accordance with applicable agreements or documents or laws, including Utah Code. Upon termination Sponsors shall be responsible to manage and operate the Airport or to enter into an agreement with an entity to do so.

ARTICLE SEVENTEEN
FORCE MAJEURE

17. Force Majeure. A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against.

> "An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance including the following: (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority; (b) officially declared state, national, or local emergencies; (c) pressure waves or events caused by aircraft or other aerial devices, or intergalactic invasions; (d) earthquakes, flood, fire or other physical or biological natural disaster,; and (e) strikes or industrial disputes, or strike or industrial

disputes by labour not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or this contract."

IN WITNESS WHEREOF, the parties hereto sign and cause this Agreement to be executed.

VERNAL CITY

By: _____
Mayor, Vernal City

Dated: _____, 2020

Attorney Review

The undersigned, the authorized attorney of Vernal City, Utah, has reviewed the foregoing *Interlocal Agreement for, Operation and Maintenance of the Vernal Regional Airport* and finds it to be in proper form and compliance with state law.

Dated: _____, 2020

_____

Dennis Judd, Vernal City Attorney

UINTAH COUNTY

By: _____
Chairperson, Uintah County Board of Commissioners

Dated: _____, 2020

Attorney Review

The undersigned, the authorized attorney of Uintah County, Utah, has reviewed the foregoing *Interlocal Agreement for, Operation and Maintenance of the Vernal Regional Airport* and finds it to be in proper form and compliance with state law.

Dated: _____, 2020

_____
Jon Stermer, Deputy Uintah County Attorney

MUNICIPAL BUILDING AUTHORITY OF UINTAH COUNTY

By:_____
Chairperson

Dated:_____, 2020

Attorney Review

The undersigned, the authorized attorney for Municipal Building Authority of Uintah County, Utah, has reviewed the foregoing *Interlocal Agreement for, Operation and Maintenance of the Vernal Regional Airport* and finds it to be in proper form and compliance with state law.

Dated: _____, 2020

_____
Jon Stermer, Deputy Uintah County Attorney

UINTAH TRANSPORTATION SPECIAL SERVICE DISTRICT

By: _____
Chairperson, Uintah Transportation Special Service District

Dated: _____, 2020

Attorney Review

The undersigned, the authorized attorney of Uintah Transportation Special Service District, Utah, has reviewed the foregoing *Interlocal Agreement for Operation and Maintenance of the Vernal Regional Airport* and finds it to be in proper form and compliance with state law.

Dated: _____, 2020

By: _____
Dennis L Judd

EXHIBIT 1

Projects to be reimbursed to Sponsors from FAA with dollar amounts.

1. County and District: 2012 SRE- Wausau SnoDozer & Tow Broom- $814,205.52 the District will be reimbursed from these funds $247,000.00 for payments made by the District to MBA.

2. County and District: Airport Perimeter Fence- $652,839.00 the District will be reimbursed $156,000.00 for its payment on the fence from the County.

EXHIBIT 2

A list of Airport property owned by Sponsors that is transferred or returned by District for Airport use.

2006 Kawaski Mule KAF400S- VIN#JKIAFEA186B510045

PowerBOSS Pressure Washer- Serial #14800CP

2 Husqvarna 324 L Weed Trimmers-

Kobalt Reciprocating Saw

Ingresoll Rand Air Compressor- Serial # 091080334

2012 Wausau Everest SnoDozer with Tow Broom (and attachments)- Serial #C22562TOW1033

1993 OshKosh HB-2718 (and attachments)- Serial #10T3E0BD1P1049206

Hydroblaster Deice Trailer- Serial #16020045/16020046

John Deere Tractor w/Loader (State Lease)- Serial #1L06155MJKG933049

Rodenator- Serial #092074

Quincy 60 Gallon Air Compressor- Serial #2020029501

Machinability 10' Ramp Plow

1991 GMC ACL Dump Truck w/Plow and Spreader- Serial #4V2SCBRH1MU509692

2011 Ford F-250 Super Duty- VIN #1FT7X2B68BEA31154

1994 GMC 2500- VIN #1GTGK24K2RE556021

EXHIBIT 3

The personal property for the benefit of the Airport acquired and held by District transferred to City.

2019 CAT 938 M Loader (yearly buy back)- Serial #CAT0938MJJ3R08559

2019 John Deer M20 Mower Deck- Serial #1P00M20GAKA000350

Western Pro Plus Snowplow- Serial #18060510869276980

2020 MB-3 Sweeper- Delivery ETA May 1, 2020

Pole Saw

Craftsman M260 lawn mower

Computers

5 super sacks runway deice chemical

5 totes of runway anti ice chemical

HLA Attachments Loader Forks- Serial #19LA75235

CAT 16' ramp plow- Serial #23181PB20017

EXHIBIT 4

Airport property retained by District

NONE

EXHIBIT 5

Existing lease agreements for real and personal property of the Airport transferred to City.

Craig Goodrich- Agriculture land South of Airport
All- Save Car Rental
Enterprise Car Rental
SkyWest Airlines
TSA
Dinaland Aviation FBO/T-hangars
Ted Hatch Trust
Jimmy Justice Trust

Ricky and Marie Spurlock
Todd Christensen
Donny and Courtney Knop
Troy and Annette Meier
H&H Versatile (Apex) FBO
John Phillips

No Current Lease
Mike Horton
Dinaland Aviation- Classic Hangar
Dinaland Aviation- Old Hatch Hangar

EXHIBIT 6

Vernal City and Uintah County interest in the Airport land and equipment.

All property within the Airport Perimeter Fence, and federally funded land acquisitions outside the fence

Sheet 13 of Master Plan

Wetland Mitigation Site- Monitoring and Maintenance Responsibility

Terminal Building

Operations & Maintenance Building

SRE Building

Electrical Vault

Navigational Aids

Pavement

Lights

Fence

Gates