REGULAR CALLED MEETING
BOARD OF DIRECTORS

Boardroom **September 16th, 2014** **5:30 p.m.**

AGENDA

1. Call to Order Mayor Charles Hollingshead
2. Invocation
3. Consider Minutes from the September 2nd, 2014 Regular Meeting
4. Second Reading of the 5 mil Ordinance
5. Consider Bids for 1 New 2015 ¾ Ton 4 Wheel Drive Extended Cab Truck – Street Department
6. Consider Resolution to accept FAA Grant to Update Master Plan
7. Consider Resolution to accept FAA Grant for Airfield Perimeter Fencing-Phase 2 Construction Project
8. Consider Bids for the Airfield Perimeter Fencing Phase 2 Construction Contact
9. Consider Bids for the YSC Improvements
10. City Manager's Report
11. Routine Business
12. Adjournment

MEMO

TO: **CITY BOARD MEMBERS**
FROM: **CITY MANAGER JIMMY BOLT**
SUBJECT: **AGENDA September 16th, 2014**

Items 1-3: Self-Explanatory

Item 4: During the last meeting Director Calhoun made the motion seconded by Director Jaeger to place this ordinance on its second reading title only in this meeting.

Item 5: An ad was run for 1 New 2015 ¾ Ton 4 Wheel Drive Extended Cab Truck for the Street Dept. and bids were opened and read publicly on September 12, 2014. Attached is the bid recommendation.

Item 6: The FAA requires the attached resolution of acceptance before awarding the grant to update the airport Master Plan. Attached is the resolution for your consideration.

Item 7: The FAA requires the attached resolution of acceptance before awarding the grant for Airfield Perimeter Fencing. Attached is the resolution for your consideration.

Item 8: An ad was run for Airfield Perimeter Fencing and bids were opened and read publicly on May 21, 2014. Attached is the bid recommendation.

Item 9: Ad was run for YSC Improvements and one bid was received, opened and read publicly on August 13, 2014. Attached is the bid for your consideration.

Items 10-12: Self-Explanatory

REGULAR CALLED MEETING
BOARD OF DIRECTORS

Boardroom **September 2, 2014** **5:30 P.M.**

MEMBERS:

Jason Jones, *Ward 1Director*
Dick Rudolph, *Ward 2 Director*
Scott Byrd, *Ward 3 Director* **(absent)**
Roland Gosey, *Ward 4 Director, Vice Mayor*
Julian Jaeger, *Ward 5 Director*
James Calhoun, *At Large Director*
C. T. Hollingshead, *Mayor*

OTHERS:

Jimmy Bolt, *City Manager*
Rendi Currey, *City Clerk*
Jennifer Story, *Treasurer*
Jamal Brown, *Press*

(see attached list)

CALL TO ORDER
Mayor Hollingshead called the meeting to order at 5:30 p.m.

INVOCATION
Director Calhoun

APPROVAL OF MINUTES
A motion was made by Director Jones seconded by Vice Mayor Gosey to approve the minutes from the August 5, 2014 regular called meeting as presented and the motion passed with a roll call vote and the vote was as follows:

Jason Jones	**"Aye"**	**Dick Rudolph**	**"Aye"**
Julian Jaeger	**"Aye"**	**James Calhoun**	**"Aye"**
Roland Gosey	**"Aye"**	**Mayor Hollingshead**	**"Aye"**

CONSIDER 5 MIL ORDINANCE
Mrs. Story presented to the Board the 5 mil ordinance. She stated this is not a new tax but a yearly ordinance required by the Quorum Court to receive the city's portion of the real and personnel property taxes. Director Jones made the motion seconded by Director Jaeger to place this ordinance on its first reading. **The motion passed unanimously on a roll call vote.**
The Mayor called for the Clerk to read and the Clerk read the ordinance in its entirety:

AN ORDINANCE ASSESSING A FIVE MILL TAX AGAINST THE REAL AND PERSONAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF ARKADELPHIA, ARKANSAS, FOR THE TAXABLE YEAR 2014 COLLECTIBLE IN 2015: AND FOR OTHER PURPOSES

Director Calhoun made the motion seconded by Director Jaeger to place this ordinance on its second reading title only in the next regular meeting. **The motion passed unanimously on a roll call vote.**

CITY MANAGER'S REPORT

- AP Hangar update: In order to process the grant application for the hangar the city will have to bid out the project and have a tentative agreement with a tenant. This grant will be applied for late fall.
- The airport ag pad relocation project will have a bid opening on Thursday.
- Youth Sports Complex update: City Staff and APS staff are still in negotiations with the apparent low bidder. The School system will confirm their funding commitment in writing once the city has negotiated a final contract. I believe we are close to and I may ask for a special Board meeting to consider a contract.
- I will be out of the office tomorrow morning attending a Pension Review Board meeting.
- Staff has received comments concerning our codification. The Municipal Leagues has several items they would like for us to review and perhaps clean up the document to make it more consist with today's statutes.
- Staff has been working to time funding with projects and one capital purchase item. Street Department projects to yet to be complete this year are: Downtown micro seal, N 15th asphalt overlay, Walnut and Caddo Street sidewalk repair.
- Staff worked last week to develop the proposed Event Director position goals, events and a budget outline. The process is developing well so far.
- Today we received an unusual amount of inquires about when we will pick up trash this week. Sanitation does not run on holidays. If your trash pick-up is the same day as a holiday you will miss that pickup, we do not run make up days due to the fact that we pick-up twice a week.
- The utility sewer camera trailer arrived this week.

ROUTINE BUSINESS

Jason Jones, Ward 1-He recognized and welcomed Stephen Bell, Alliance Executive Director, sitting in the audience. He also stated he was saddened to hear of the passing of Ken Bowen.
Dick Rudolph, Ward 2- He stated he was concerned about all the apartments being built. He thinks it will be a bad impact on the community. He asked if the downtown street signs had been removed. Mr. Bolt stated not yet. Rudolph asked if the highway department had removed the parking spaces on 6th Street. Mr. Bolt stated not that he was aware of. Sylvia Street is experiencing high speed and he would like an unmarked police vehicle patrol the speed. He stated he thinks the petty bickering between the City and County should stop.
Scott Byrd, Ward 3-Absent.
Julian Jaeger, Ward 5-He questioned Director Rudolph's remark about the apartments, did he think there were too many? Rudolph stated yes for the community's economic situation. Jaeger stated he could see more abandoned homes popping up with the new apartments. Jaeger questioned Bolt on if the recycling had increased or decreased. Bolt stated it is inconsistent due to weather thus the push for clear bags to insure weekly pickups as covered in the Board Retreat. He asked Bolt about the Armory, Bolt stated that the County Judge had applied for a grant to purchase but has not heard anything further. Jaeger stated a constitute asked him about the heavy truck traffic on Pine Street. Bolt stated he had also received inquiries about it 3 to 4 months ago and he checked and the Highway Department is directing them through town and we have no authority over them.
James Calhoun, At Large Director-He congratulated the Badgers on their win over the Stuttgart Ricebirds at War Memorial Stadium Monday night 42-13. He echoed the sentiments of Director Jones about Ken Bowen. He stated he would be doing the service on Friday. He ended by giving

an update on Director Byrd's Cannonball Run. Byrd had safely made it to Daytona and would be pulling out Friday.

Roland Gosey, Vice Mayor, Ward 4-No report.

Mayor Hollingshead, Mayor-He congratulated the Badgers and stated that in the next couple meetings he will be recognizing the Baseball team on their State Championship. He stated that he and Mr. Bowen were great friends and he will be missed by him.

ADJOURNMENT

There being no more business to discuss, Director Jones made the motion seconded by Director Jaeger to adjourn. **The motion passed unanimously and the meeting adjourned at 5:50 p.m.**

_____
C. T. Hollingshead, Mayor

_____
Rendi Currey, City Clerk

REGULAR CALLED MEETING
BOARD OF DIRECTORS

Boardroom **September 2, 2014** **5:30 p.m.**

Julie Winfrey
Jason Edington
Harley Martinelli
Brad Godwin

ORDINANCE O-14

AN ORDINANCE ASSESSING A FIVE MILL TAX AGAINST THE REAL AND PERSONAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF ARKADELPHIA, ARKANSAS, FOR THE TAXABLE YEAR 2014 COLLECTIBLE IN 2015 AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE CITY BOARD OF DIRECTORS OF THE CITY OF ARKADELPHIA, ARKANSAS:

Section 1. That a tax of five (5) mills on the dollar is hereby levied by the City Board of Directors of the City of Arkadelphia, Arkansas on all the real and personal property within the corporate limits of the City of Arkadelphia, for the taxable year 2014, collectible in 2015.

Section 2. That a certified copy of this ordinance be delivered by the City Clerk to the County Clerk of Clark County, Arkansas to be certified to the Quorum Court.

PASSED ON THE ___DAY OF_____, 2014.

APPROVED:

_____
C. T. Hollingshead, Mayor

ATTEST:

_____
Rendi Currey, City Clerk

ARKADELPHIA

It's a great place to call home!

Office of the Street Department
700 Clay Street
Arkadelphia, AR 71923
870-246-9864 office
870-246-1813 fax

Jimmy Bolt, City Manager
Cc: Board of Directors

RE: Bid results for the Street Department Pickup

An ad was run in the *Arkansas Democrat Gazette* for a new 2015 ¾ ton 4 wheel drive extended cab truck. One bid was received; it was opened and read publicly on September 12, 2014. It is as follows:

BIDDER	LOCATION	AMOUNT
Gildner Ford	**Arkadelphia, AR**	**$23,205**

The State Bid Contract for this vehicle is $23,618.50. Staff recommends awarding the bid to **Gildner Ford** in the amount of **$23,205.**

Sincerely,

Kenny Myers

Kenny Myers
Street Superintendent

Resolution No.R-14-__

WHEREAS, Arkadelphia, Arkansas seeks to improve the Florence Dexter Memorial Airport and wishes to accept grant funding assistance; and

WHEREAS, in order to obtain the funds necessary to develop and/or improve the Florence Dexter Memorial Airport, it is necessary to obtain an Airport Improvement Project grant from the Federal Aviation Administration; and

WHEREAS, this governing body understands the guarantee and grantor will enter into a binding agreement which obligates both parties to policies and procedures contained in the Airport Improvement planning grant including, but not limited to the following; Update Master Plan.

City Board of Directors are well aware and apprised of the above mentioned project, and will provide the local portion of the development cost of the entire project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Arkadelphia, Arkansas that the City Manager is hereby authorized to sign for the acceptance of the grant agreement in the amount of $150,525.00 with the Federal Aviation Administration for assistance to Update Master Plan for the Florence Dexter Memorial Airport; therefore such grant agreement shall be submitted as expediently as possible.

Passed this _____day of _____, 2014

ACCEPTED:_____
C.T. Hollingshead, Mayor

WITNESSED:_____
Rendi Currey, City Clerk

ARKADELPHIA
It's a great place to call home!

Office of the City Manager
700 Clay Street, Arkadelphia, Arkansas 71923
Phone: (870) 246-9864

To:	Arkadelphia Board of Directors
cc:	Ed McCorkle
From:	Jimmy Bolt, City Manager
Date:	9-9-2014
Re:	Consideration Resolution to accept FAA Grant to Update Master Plan.

This grant will allow us to provide master planning as required by the FAA. Our current master plan is about 15 years old. An update will provide new development items and an updated Airport Layout Drawing. We recently amended our contract with Garver to include the creation of a set of Rules and Regulation for our airport.

This is a $150,525.00 FAA grant. Arkansas Department of Aeronautics will provide the 10% match to provide 100% funding.

Staff is recommending approving the resolution of acceptance of the grant and to authorize the city manager to execute the agreement.

SPONSOR COPY

U.S. Department
of Transportation
Federal Aviation Administration

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

2601 Meacham Boulevard
Fort Worth, Texas 76137

SEP 0 4 2014

Mr. Jimmy Bolt
City Manager
700 Clay Street
Arkadelphia, AR 71923

Dear Mr. Bolt:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-05-0002-014-2014 at Dexter B. Florence Memorial Field. This letter outlines expectations for success. Please read the conditions and assurances carefully.

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

- The governing body must pass a resolution and execute the grant, along with your attorney's certification, by 09/16/2014, in order for the grant to be valid.
- No change may be made by you or your representative to the Grant Offer.
- We ask that you return the Grant Offer marked "Original" to us by overnight mail, facsimile, regular mail, or E-Mail (PDF), and maintain the copy marked "Sponsor Copy" for your records.

Subject to the requirements in 49 CFR § 18.21, 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.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these 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 impact 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
- Quarterly Performance Reports due every quarter.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit, as a minimum, the following:

- Sponsor Certification for Project Final Acceptance;
- Summary of all change orders and summary of all testing; and
- Final SF-270 or SF-271 (or equivalent) and SF-425.

John E. Michener (817-222-5687) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Glenn A. Boles
Manager, Arkansas/Oklahoma
Airports Development Office

SPONSOR COPY

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	SEP 04 2014
Airport/Planning Area	Dexter B. Florence Memorial Field
AIP Grant Number	3-05-0002-014-2014
DUNS Number	071244537

TO: City of Arkadelphia
(herein called the "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 June 9, 2014, for a grant of Federal funds for a project at or associated with the Dexter B. Florence Memorial Field, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Dexter B. Florence Memorial Field (herein called the "Project") consisting of the following:

Update Master Plan

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 April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the 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 90 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 $150,525.00.

   For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

   $150,525.00 for planning

   $0.00 for airport development or noise program implementation

   $0.00 for land acquisition.

2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

3. **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.

4. **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. The Sponsor also agrees to comply with the assurances which are part of this agreement.

5. **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.

6. **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 September 16, 2014, or such subsequent date as may be prescribed in writing by the FAA.

7. **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 in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or 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.

8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **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. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. 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 866–492–0280) or the Internet (currently at http://fedgov.dnb.com/webform).

10. **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.

11. **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 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. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

    By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. **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 grant.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

A. may not be increased for a planning project;

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

C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

18. **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

19. **Trafficking in Persons.**

A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

1. Is determined to have violated the Prohibitions; or
2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
   a. Associated with performance under this agreement; or
   b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

20. Exhibit A Incorporated by Reference. The Exhibit "A" updated May 2008, filed with AIP Project 3-05-0002-008-2008, is incorporated herein by reference.

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.

SPECIAL CONDITIONS

1. **COORDINATION:** The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
2. **DBE PLAN:** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Glenn A. Boles

Manager, Arkansas/Oklahoma Airports Development Office

PART II - ACCEPTANCE

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

I declare under penalty of perjury that the foregoing is true and correct.[1]
Executed this _____ day of _____, _____.

_____
(Name of Sponsor)

_____
(Signature of Sponsor's Designated Official Representative)

By: _____
(Typed Name of Sponsor's Designated Official Representative)

Title: _____
(Title of Sponsor)

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_____. 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 at _____ this _____ day of _____,_____.

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.

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☑ New	
☑ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Application Identifier:
06/11/2014	ADF

5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:
3-05-0002-014-2014	

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Arkadelphia

* b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. Organizational DUNS:
71-6000282	071244537

d. Address:

* Street1: 700 Clay Street
Street 2:
* City: Arkadelphia
County: Clark
* State: Arkansas
Province:
Country: United States
*Zip/ Postal Code: 71923

e. Organizational Unit:

Department Name:	Division Name:
City Manager's Office	

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

Prefix: Mr. First Name: Jimmy
Middle Name:
* Last Name: Bolt
Suffix:

Title: City Manager

Organizational Affiliation:

* Telephone Number: 870-246-9864 Fax Number: 870-246-1813
* Email: jimmy@cityofarkadelphia.com

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type: C. City or Township Government

Type of Applicant 2: Select Applicant Type: - Select One -

Type of Applicant 3: Select Applicant Type: - Select One -

* Other (specify):

* 10. Name of Federal Agency:
Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

12. Funding Opportunity Number:

Title: N/A

13. Competition Identification Number:

Title: N/A

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

City of Arkadelphia, Clark County, Arkansas

* 15. Descriptive Title of Applicant's Project:

Update Airport Master Plan

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant 04 * b. Program/Project: 04

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

17. Proposed Project:

* a. Start Date: 2/17/14 * b. End Date: 11/30/14

18. Estimated Funding ($):

*a. Federal	$150,525.00
*b. Applicant	$16,725.00
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	$167,250.00

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

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

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

☐ Yes ☑ No

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

☑ **I AGREE

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

Authorized Representative:

Prefix: Mr. *First Name: Jimmy

Middle Name:

*Last Name: Bolt

Suffix:

*Title: City Manager

*Telephone Number: 870-246-9864 Fax Number: 870-246-1813

*Email: jimmy@cityofarkadelphia.com

*Signature of Authorized Representative: Date Signed: June 9. 2014

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1.
Does this assistance request require State, local, regional, or other priority rating?
☐ Yes ☒ No

Name of Governing Body:
Priority:

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances?
☐ Yes ☒ No

Name of Agency or Board:
(Attach Documentation)

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
☐ Yes ☒ No

(Attach Comments)

Item 4.
Does this assistance request require State, local, regional or other planning approval?
☐ Yes ☒ No

Name of Approving Agency:
Date: / /

Item 5.
Is the proposal project covered by an approved comprehensive plan?
☐ Yes ☒ No

Check one:
State ☐
Local ☐
Regional ☐
Location of Plan:

Item 6.
Will the assistance requested serve a Federal installation?
☐ Yes ☒ No

Name of Federal Installation:
Federal Population benefiting from Project:

Item 7.
Will the assistance requested be on Federal land or installation?
☐ Yes ☒ No

Name of Federal Installation:
Location of Federal Land:
Percent of Project:

Item 8.
Will the assistance requested have an impact or effect on the environment?
☐ Yes ☒ No

See instruction for additional information to be provided

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?
☐ Yes ☒ No

Number of:
Individuals:
Families:
Businesses:
Farms:

Item 10.
Is there other related Federal assistance on this project previous, pending, or anticipated?
☐ Yes ☒ No

See instructions for additional information to be provided.

PART II - SECTION C

PART II - SECTION C (Continued)

The Sponsor hereby represents and certifies as follows:

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

The City of Arkadelphia will use its authority to prevent incompatible land use.

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

None

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

None

4. Consistency with Local Plans. – The project is reasonably consistent with plans existing at the time of submission of this application.

5. Consideration of Local Interest - It has given fair consideration to the interest of communities in or near where the project may be located.

6. 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 which project is proposed.

7. 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.

N/A

8. Air and Water Quality Standards. – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

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

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

See Exhibit "A" of the Airport Layout Plan

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

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

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

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

PART III - BUDGET INFORMATION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. 20-106
2. Functional or Other Breakout AIP

SECTION B -CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	$	$	$ 4,750.00
2. Preliminary expense			
3. Land Acquisition			
4. Architectural engineering basic fees			159,000.00
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Railroad Crossing/Utility Relocation			
13. Miscellaneous (DBE Program and Goals)			3,500.00
14. Total (Lines 1 through 13)			167,250.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			167,250.00
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			167,250.00
20. Federal Share requested of Line 19			150,525.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			150,525.00
23. Grantee share			16,725.00
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	$	$	$ 167,250.00

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	$	$
b.		
c.		
d.		
e.		
f.		
g. Totals	$	$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	$ 16,725.00
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other	
h. TOTAL - Grantee share	16,725.00
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	$ 16,725.00

SECTION E - REMARKS

The following documents are attached hereto and incorporated herein:

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

PROJECT : Airport Master Plan Update

AIRPORT : Dexter B Florence Memorial Field Airport (Arkadelphia Municipal Airport)

1. Objective:

The City of Arkadelphia is committed to meeting the needs of local and transient aviation demand and executing the Arkansas State Aviation System Plan. The development items included in the current Airport Development Plan have been completed or are in progress, and a plan for the next steps for the airport needs to be developed. This project will provide the City of Arkadelphia with a plan for new development items and an updated Airport Layout Drawing.

2. Benefits Anticipated:

The current Airport Master Plan in use is nearly 15 years old and the Airport's Capital Improvement Plan is substantially complete. Operations and based aircraft have also exceeded projected forecasts. Updating the Airport Master Plan for fulfilling current and future aviation needs will allow the Airport to plan and execute projects in an orderly and fundable manner as aviation demand requires.

3. Approach : *(See approved Scope of Work in Final Application)*

Research will be done on the current and future usage needs of the Airport, development alternatives will be evaluated, and a staged plan for development will be produced. All future proposed development will be communicated to the FAA through an updated Airport Layout Drawing. This project shall commence late in the FAA Fiscal Year 2014 and shall be wrapped up late in Fiscal Year 2015.

4. Geographic Location:

Arkadelphia, Clark County, Arkansas

5. If Applicable, Provide Additional Information:

The AIP handbook states that periodic updates of master plan elements are typically needed on a five year cycle for active airports. It has been nearly 15 years since the current Master Plan was established. The Dexter B Florence Memorial Field Airport is limited on land available for expanding and further developing the facility, making a feasible, methodical plan critical.

6. Sponsor's Representative: *(include address & telephone number)*

Jordan Culver
Garver, LLC
4701 Northshore Drive
North Little Rock, Arkansas 72118
(501) 376-3633

STANDARD DOT TITLE VI ASSURANCES

The City of Arkadelphia (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 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 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor 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:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED June 9, 2014

City of Philadelphia
(Sponsor)

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

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

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and /or

(b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contract becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the Untied States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the sponsor pursuant to the provisions of Assurance 5(a) and 5(b).

1. The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, leasee, permitee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permitee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signed: _____ Dated: June 9, 2014

Sponsor's Authorized Representative

FAA
Airports

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

Updated: 3/20/2014

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

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
AC 150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B 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	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength – PCN (Draft approved for use)
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	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
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

FAA
Airports

ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

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

C. Sponsor Certification.

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

1. **General Federal Requirements.**

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

Federal Legislation

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

Federal Regulations

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
d. 14 CFR Part 13 - Investigative and Enforcement 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 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

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

Footnotes to Assurance C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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

   a. Public Agency Sponsor:

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

   b. Private Sponsor:

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

3. **Sponsor Fund Availability.**

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

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

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

7. **Consideration of Local Interest.**

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

8. **Consultation with Users.**

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

9. **Public Hearings.**

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

10. **Metropolitan Planning Organization.**

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

11. **Pavement Preventive Maintenance.**

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

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

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

15. **Veteran's Preference.**

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

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

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

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

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

18. **Planning Projects.**

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

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

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

1) Operating the airport's aeronautical facilities whenever required;

2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

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

21. **Compatible Land Use.**

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

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

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

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

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

24. **Fee and Rental Structure.**

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

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

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

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

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

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.**

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

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing

1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

30. **Civil Rights.**

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

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

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

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

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

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

32. **Engineering and Design Services.**

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

33. **Foreign Market Restrictions.**

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

34. **Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 3 APR 2014 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.**

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

36. **Access By Intercity Buses.**

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

37. **Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

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

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1) Describes the requests;

   2) Provides an explanation as to why the requests could not be accommodated; and

   3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

ARKADELPHIA
It's a great place to call home!

Office of the City Manager
700 Clay Street, Arkadelphia, Arkansas 71923
Phone: (870) 246-9864

To:	Arkadelphia Board of Directors
cc:	Ed McCorkle
From:	Jimmy Bolt, City Manager
Date:	9-9-2014
Re:	Consideration Resolution to accept FAA Grant for Airfield Perimeter Fencing – Phase 2 construction project.

This grant will allow us to completely enclose the airport and improve safety. A detailed project description is given in the next agenda item.

This is an $189,932.00 FAA grant. Arkansas Department of Aeronautics will provide the 10% match to provide 100% funding. .

Staff is recommending approving acceptance of the grant and to authorize the city manager to execute the agreement.

SPONSOR COPY

U.S. Department
of Transportation
Federal Aviation Administration

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

2601 Meacham Boulevard
Fort Worth, Texas 76137

SEP 0 4 2014

Mr. Jimmy Bolt
City Manager
700 Clay Street
Arkadelphia, AR 71923

Dear Mr. Bolt:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-05-0002-013-2014 at Dexter B. Florence Memorial Field. This letter outlines expectations for success. Please read the conditions and assurances carefully.

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

- The governing body must pass a resolution and execute the grant, along with your attorney's certification, by 09/16/2014, in order for the grant to be valid.
- No change may be made by you or your representative to the Grant Offer.
- We ask that you return the Grant Offer marked "Original" to us by overnight mail, facsimile, regular mail, or E-Mail (PDF) and maintain the copy marked "Sponsor Copy" for your records.

Subject to the requirements in 49 CFR § 18.21, 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.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these 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 impact 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
- Quarterly Performance Reports due every quarter.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit, as a minimum, the following:

- Sponsor Certification for Project Final Acceptance;
- Summary of all change orders and summary of all testing; and
- Final SF-270 or SF-271 (or equivalent) and SF-425.

John E. Michener (817-222-5687) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Glenn A. Boles
Manager, Arkansas/Oklahoma
Airports Development Office

SPONSOR COPY

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer: SEP 04 2014

Airport/Planning Area: Dexter B. Florence Memorial Field

AIP Grant Number: 3-05-0002-013-2014

DUNS Number: 071244537

TO: City of Arkadelphia
(herein called the "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 June 9, 2014, for a grant of Federal funds for a project at or associated with the Dexter B. Florence Memorial Field, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Dexter B. Florence Memorial Field (herein called the "Project") consisting of the following:

Install Perimeter Fence - Phase 2 Construction

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the 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 90 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 $189,932.00.

   For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

   $0.00 for planning

   $189,932.00 for airport development or noise program implementation

   $0.00 for land acquisition.

2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

3. **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.

4. **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. The Sponsor also agrees to comply with the assurances which are part of this agreement.

5. **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.

6. **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 September 16, 2014, or such subsequent date as may be prescribed in writing by the FAA.

7. **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 in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or 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.

8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **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. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. 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 866–492–0280) or the Internet (currently at http://fedgov.dnb.com/webform).

10. **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.

11. **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 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. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

    By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. **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 grant.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

A. may not be increased for a planning project;

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

C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

18. **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

19. **Trafficking in Persons.**

A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

1. Is determined to have violated the Prohibitions; or
2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
   a. Associated with performance under this agreement; or
   b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

20. **Exhibit A Incorporated by Reference.** The Exhibit "A" updated May 2008, filed with AIP Project 3-05-0002-008-2008, is incorporated herein by reference.

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.

SPECIAL CONDITIONS

1. **AIRPORT LAYOUT PLAN:** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.

2. **PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION**: The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

   A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;

   B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;

   C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

3. **DBE PLAN:** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Glenn A. Boles

Manager, Arkansas/Oklahoma Airports Development Office

PART II - ACCEPTANCE

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

I declare under penalty of perjury that the foregoing is true and correct.[1]
Executed this _____ day of _____, _____.

_____
(Name of Sponsor)

_____
(Signature of Sponsor's Designated Official Representative)

By: _____
(Typed Name of Sponsor's Designated Official Representative)

Title: _____
(Title of Sponsor)

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_____. 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 at _____ this _____ day of _____,_____.

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.

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☑ New	
☑ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received: 06/11/2014
4. Application Identifier: ADF

5a. Federal Entity Identifier: 3-05-0002-013-2014

* 5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Arkadelphia

* b. Employer/Taxpayer Identification Number (EIN/TIN): 71-6000282

*c. Organizational DUNS: 071244537

d. Address:

* Street1: 700 Clay Street
Street 2:
* City: Arkadelphia
County: Clark
* State: Arkansas
Province:
Country: United States
*Zip/ Postal Code: 71923

e. Organizational Unit:

Department Name: City Manager's Office

Division Name:

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

Prefix: Mr.
First Name: Jimmy
Middle Name:
* Last Name: Bolt
Suffix:

Title: City Manager

Organizational Affiliation:

* Telephone Number: 870-246-9864
Fax Number: 870-246-1813

* Email: jimmy@cityofarkadelphia.com

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type: C. City or Township Government

Type of Applicant 2: Select Applicant Type: - Select One -

Type of Applicant 3: Select Applicant Type: - Select One -

* Other (specify):

* 10. Name of Federal Agency:
Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

12. Funding Opportunity Number:

Title: N/A

13. Competition Identification Number:

Title: N/A

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

City of Arkadelphia, Clark County, Arkansas

* 15. Descriptive Title of Applicant's Project:

Airfield Perimeter Fencing - Phase 2

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant 04 * b. Program/Project: 04

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

17. Proposed Project:

* a. Start Date: 2/17/14 * b. End Date: 11/30/14

18. Estimated **Funding** ($):

*a. Federal	$189,932.00
*b. Applicant	$21,104.00
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	$211,036.00

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

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

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

☐ Yes ☑ No

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

☑ **I AGREE

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

Authorized Representative:

Prefix: Mr. *First Name: Jimmy

Middle Name:

*Last Name: Bolt

Suffix:

*Title: City Manager

*Telephone Number: 870-246-9864 Fax Number: 870-246-1813

*Email: Jimmy@cityofarkadelphia.com

*Signature of Authorized Representative: Date Signed: June 9. 2014

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1. Does this assistance request require State, local, regional, or other priority rating? ☐ Yes ☒ No	Name of Governing Body: Priority:
Item 2. Does this assistance request require State, or local advisory, educational or health clearances? ☐ Yes ☒ No	Name of Agency or Board: (Attach Documentation)
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? ☒ Yes ☐ No	(Attach Comments) Submitted July 31, 2013
Item 4. Does this assistance request require State, local, regional or other planning approval? ☐ Yes ☒ No	Name of Approving Agency: Date: / /
Item 5. Is the proposal project covered by an approved comprehensive plan? ☒ Yes ☐ No	Check one: Location of Plan: **Airport Layout Drawing** State ☐ Local ☒ Regional ☐
Item 6. Will the assistance requested serve a Federal installation? ☐ Yes ☒ No	Name of Federal Installation: Federal Population benefiting from Project:
Item 7. Will the assistance requested be on Federal land or installation? ☐ Yes ☒ No	Name of Federal Installation: Location of Federal Land: Percent of Project:
Item 8. Will the assistance requested have an impact or effect on the environment? ☐ Yes ☒ No	See instruction for additional information to be provided
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? ☐ Yes ☒ No	Number of: Individuals: Families: Businesses: Farms:
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? ☐ Yes ☒ No	See instructions for additional information to be provided.

PART II - SECTION C

PART II - SECTION C (Continued)

The Sponsor hereby represents and certifies as follows:

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

The City of Arkadelphia will use its authority to prevent incompatible land use.

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

None

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

None

4. Consistency with Local Plans. – The project is reasonably consistent with plans existing at the time of submission of this application.

5. Consideration of Local Interest - It has given fair consideration to the interest of communities in or near where the project may be located.

6. 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 which project is proposed.

7. 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.

N/A

8. Air and Water Quality Standards. – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

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

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

See Exhibit "A" of the Airport Layout Plan

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

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

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

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

PART III - BUDGET INFORMATION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. 20-106
2. Functional or Other Breakout ..... AIP

SECTION B -CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense		$	$ 4,750.00
2. Preliminary expense			
3. Land Acquisition			
4. Architectural engineering basic fees			18,000.00
5. Other Architectural engineering fees			5,000.00
6. Project inspection fees			22,000.00
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			161,286.00
12. Railroad Crossing/Utility Relocation			
13. Miscellaneous (Materials Testing)			
14. Total (Lines 1 through 13)			211,036.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			211,036.00
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			211,036.00
20. Federal Share requested of Line 19			189,932.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			189,932.00
23. Grantee share			21,104.00
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	$	$	211,036.00

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	$	$
b.		
c.		
d.		
e.		
f.		
g. Totals	$	$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	$ 21,104.00
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other	
h. TOTAL - Grantee share	21,104.00
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	$ 21,104.00

SECTION E - REMARKS

The following documents are attached hereto and incorporated herein:

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

PROJECT : Airfield Perimeter Fencing – Phase 2

AIRPORT : Dexter B Florence Memorial Field Airport (Arkadelphia Memorial Airport)

1. Objective:

This project will consist of completing the airfield perimeter fencing.

2. Benefits Anticipated:

The completion of the fence will enhance operational safety of the airport by limiting wild life activity on the airfield as well as limiting access to the airfield to authorized personnel only.

3. Approach : *(See approved Scope of Work in Final Application)*

This project shall be completed within the FAA 2014 fiscal year. Design, bidding services, and construction observation for the Airport will be conducted by Garver.

4. Geographic Location:

Dexter B Florence Memorial Field Airport, Arkadelphia, Clark county, Arkansas

5. If Applicable, Provide Additional Information:

This project will allow the Arkadelphia Municipal Airport to continue to make improvements to the existing airfield that creates a greater level of safety for aircraft.

6. Sponsor's Representative: *(include address & telephone number)*

Jordan Culver
Garver, LLC
4701 Northshore Drive
North Little Rock, Arkansas 72118
(501) 376-3633

STANDARD DOT TITLE VI ASSURANCES

The City of Arkadelphia (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 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 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor 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:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED June 9, 2014

City of Philadelphia
(Sponsor)

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

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

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and /or

(b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contract becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the Untied States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the sponsor pursuant to the provisions of Assurance 5(a) and 5(b).

1. The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, leasee, permitee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permitee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signed: _____ Dated: June 9, 2014

Sponsor's Authorized Representative

FAA
Airports

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

Updated: 3/20/2014

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

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
AC 150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B 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	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength – PCN (Draft approved for use)
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	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
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

FAA
Airports

ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

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

C. Sponsor Certification.

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

1. **General Federal Requirements.**

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

Federal Legislation

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

Federal Regulations

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
d. 14 CFR Part 13 - Investigative and Enforcement 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 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

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

Footnotes to Assurance C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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

   a. Public Agency Sponsor:

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

   b. Private Sponsor:

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

3. **Sponsor Fund Availability.**

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

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

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

7. **Consideration of Local Interest.**

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

8. **Consultation with Users.**

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

9. **Public Hearings.**

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

10. **Metropolitan Planning Organization.**

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

11. **Pavement Preventive Maintenance.**

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

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

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

15. **Veteran's Preference.**

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

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

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

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

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

18. **Planning Projects.**

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

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

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

1) Operating the airport's aeronautical facilities whenever required;
2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

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

21. **Compatible Land Use.**

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

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

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

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

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

24. **Fee and Rental Structure.**

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

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

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

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

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

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.**

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

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing

1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

30. **Civil Rights.**

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

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

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

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

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

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

32. **Engineering and Design Services.**

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

33. **Foreign Market Restrictions.**

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

34. **Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 3 APR 2014 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.**

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

36. **Access By Intercity Buses.**

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

37. **Disadvantaged Business Enterprises.**

    The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

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

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1) Describes the requests;

   2) Provides an explanation as to why the requests could not be accommodated; and

   3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

ARKADELPHIA
It's a great place to call home!

Office of the City Manager
700 Clay Street, Arkadelphia, Arkansas 71923
Phone: (870) 246-9864

To:	Arkadelphia Board of Directors
cc:	Ed McCorkle
From:	Jimmy Bolt, City Manager
Date:	9-9-2014
Re:	Consideration of Airfield perimeter Fencing – Phase 2 construction contract

---

I have attached an exhibit which shows the overall scope of work for the Airfield Perimeter Fencing – Phase 2 Project. The project includes the installation of approximately 7,400 linear feet of chain-link fence, mainly along the southwest side of the airfield property and around the wind cone on the east side of the airfield. The project also includes rehabilitation of the two existing automatic sliding gates, converting the dual, manual swing gate to an automatic sliding gate, installation of approximately 160 linear feet of ditch structure, where the fence crosses existing drainage ditches, and some minor clearing and grubbing.

Staff opened four bids for the project. The low bidder was Nichols Landscape Company at $161,286. The Engineer's estimate was $240,900. Garver has experience with Nichols on previous projects at other facilities and recommend award of the contract to them. I have attached the project bid tab, as well as a recommendation of award letter.

The Contractor is ready to start. Staff anticipates them commencing construction the week of September 29 – October 3, 2014. The contract time is 70 calendar days, so I would estimate them to finish up around the end of November or early December.

This is a 90/10 FAA grant and the Arkansas Department of Aeronautics will provide the 10% match.

Staff is recommending awarding the Airfield perimeter Fencing – Phase 2 construction contract to Nichols Landscape Company in the amount of $161,286 and to authorize the city manager to execute the contract.

GARVER

4701 Northshore Drive
North Little Rock, AR 72118

TEL 501.376.3633
FAX 501.372.8042

www.GarverUSA.com

September 8, 2014

Mr. Jimmy Bolt
City Manager
City of Arkadelphia
700 Clay Street
Arkadelphia, Arkansas 71923

Re: Dexter B. Florence Memorial Field Airport
Airfield Perimeter Fencing – Phase 2
Recommendation of Award

Dear Mr. Bolt:

Bids were received for the "Airfield Perimeter Fencing – Phase 2" project at the Arkadelphia Town Hall at 2:00 P.M. on May 21, 2014. A tabulation of the bids received is enclosed with this letter.

We have reviewed the bid proposal for compliance with the "Instructions to Bidders". This information includes the following:

- Bid Bond
- Proposal
- Bidder's Qualifications
- List of Proposed Subcontractors (including DBE Information)
- Automobile and Liability Insurance Coverage
- Acceptance of Addenda

A total of four bids were received on the project. Nichols Landscape Company submitted the low bid for the project in the amount of $161,286. The Engineer's Opinion of Probable Cost was $240,900.

Based on our review, we believe that the bid submitted by Nichols Landscape Company is the lowest qualified bidder and represents a good value for the Airport. Therefore, we request your concurrence in awarding the "Airfield Perimeter Fencing – Phase 2" contract to Nichols Landscape Company.

Please call me if you have any questions.

Sincerely,

Jordan Culver

Jordan C. Culver, P.E.
Project Manager

CITY OF ARKADELPHIA
AIRFIELD PERIMETER FENCING - PHASE 2
BID TABULATION
BID DATE: MAY 21, 2014 at 2:00 PM

					ENGINEER'S ESTIMATE		NICHOLS LANDSCAPE COMPANY		TITAN FENCE & ACCESS CONTROLS, INC.		UNITED FENCE & CONSTRUCTION CO., INC.		BILL'S FENCE COMPANY	
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Site Preparation	L.S.	1	$18,100.00	$18,100.00	$7,098.00	$7,098.00	$6,500.00	$6,500.00	$7,291.00	$7,291.00	$24,000.00	$24,000.00
2	SS-241-5.1	Ditch Structure	L.F.	160	$100.00	$16,000.00	$70.00	$11,200.00	$25.00	$4,000.00	$51.25	$8,200.00	$110.00	$17,600.00
3	SS-351-5.1	Gate #1: Install 20' Automatic Sliding Cantilever Gate and Operator System	L.S.	1	$20,000.00	$20,000.00	$10,455.00	$10,455.00	$14,500.00	$14,500.00	$15,708.00	$15,708.00	$15,000.00	$15,000.00
4	SS-351-5.2	Gate #2: Rehabilitate Existing Automatic Sliding Gate	L.S.	1	$12,000.00	$12,000.00	$7,000.00	$7,000.00	$8,500.00	$8,500.00	$7,884.00	$7,884.00	$11,300.00	$11,300.00
5	SS-351-5.3	Gate #3: Rehabilitate Existing Automatic Sliding Gate	L.S.	1	$12,000.00	$12,000.00	$7,000.00	$7,000.00	$8,500.00	$8,500.00	$7,080.00	$7,080.00	$11,300.00	$11,300.00
6	P-151-4.1	Clearing and Grubbing	L.S.	1	$5,000.00	$5,000.00	$31,813.00	$31,813.00	$26,500.00	$26,500.00	$31,450.00	$31,450.00	$25,000.00	$25,000.00
7	F-162-5.1	Chain-Link Fence w/o Top Rail	L.F.	6,800	$21.00	$142,800.00	$11.65	$79,220.00	$14.00	$95,200.00	$13.40	$91,120.00	$14.11	$95,948.00
8	F-162-5.2	Chain-Link Fence w/ Top Rail	L.F.	600	$25.00	$15,000.00	$12.50	$7,500.00	$14.00	$8,400.00	$16.45	$9,870.00	$11.33	$6,798.00
	TOTALS					$240,900.00		$161,286.00		$172,100.00		$178,603.00		$206,946.00

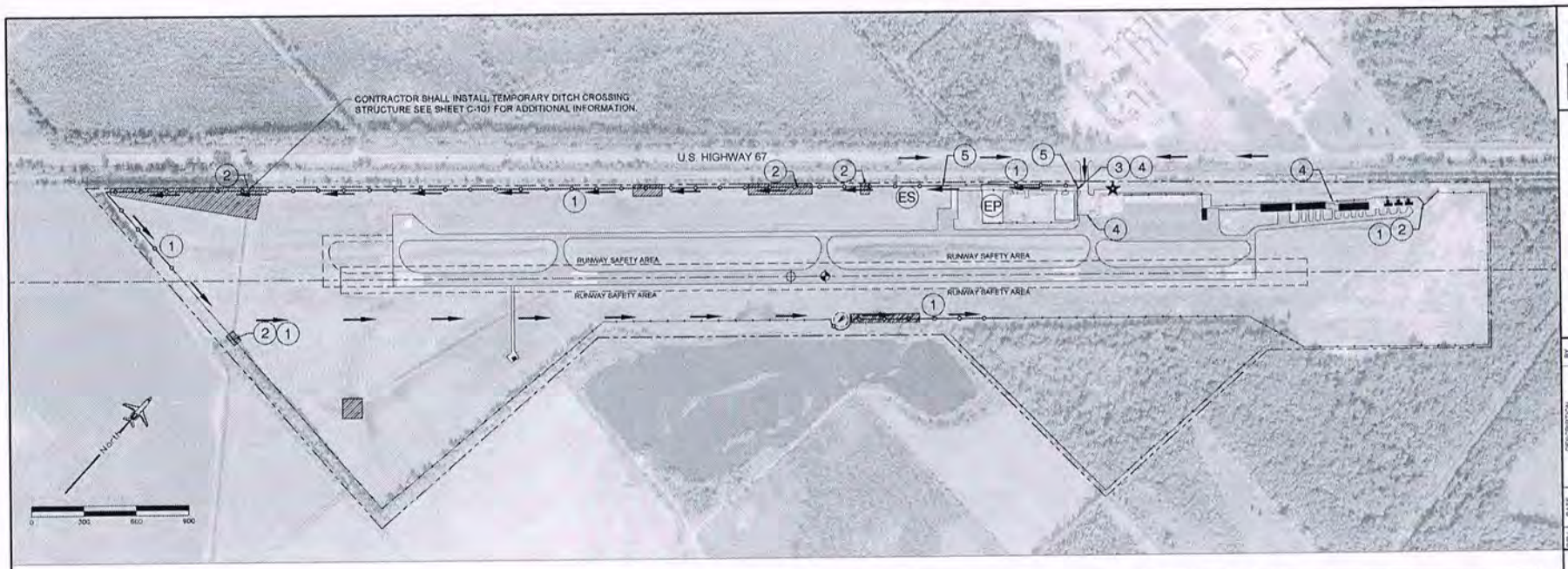
Corrected Prices

Garver, LLC

Jordan Culver, Arkansas PE #14751

GARVER

14011781



CONTRACT TIME

SCHEDULE	CALENDAR DAYS
1 (70 DAYS)	0 20 40 60 80 100

LEGEND

- EXISTING PERIMETER FENCE
- PROPOSED PERIMETER FENCE
- AIRPORT PROPERTY LINE
- CONTRACTOR'S ACCESS / HAUL ROUTES
- (ES) CONTRACTOR'S EQUIPMENT STORAGE
- (EP) CONTRACTOR'S EMPLOYEE PARKING

RUNWAY DATA

RUNWAY END NUMBER	AIRPLANE DESIGN GROUP	AIRCRAFT APPROACH CATEGORY	MINIMUM SAFETY AREA PRIOR TO THE THRESHOLD	MINIMUM UNOBSTRUCTED APPROACH SLOPE	RSA WIDTH DIVIDED BY 2
RUNWAY 4	II	NONPRECISION - C	300-FT	34:1	75-FT
RUNWAY 22	II	VISUAL - B	300-FT	20:1	75-FT

WORK RESTRICTIONS / SAFETY PLAN

1. AIRPORT SECURITY IS A PRIMARY CONCERN OF THE AIRPORT, THE STATE DEPARTMENT OF AERONAUTICS, AND THE FAA. THE CONTRACTOR WILL BE ALLOWED ACCESS TO THE CONSTRUCTION AREAS ONLY AT THE LOCATIONS SHOWN ON THIS SHEET. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING CONTINUOUS SECURITY AT THE POINT OF ACCESS. SEE SPECIAL PROVISIONS OF THE CONTRACT DOCUMENTS FOR ADDITIONAL INFORMATION ON SECURITY REQUIREMENTS. THE CONTRACTOR'S ACCESS GATES INTO THE SECURED AREA OF THE AIRPORT SHALL BE KEPT GUARDED OR LOCKED AT ALL TIMES. THE CONTRACTOR MAY BE ALLOWED ACCESS AT ADDITIONAL LOCATIONS WITH THE APPROVAL OF THE OWNER AND THE ENGINEER.
2. THE INTENT OF THE CONTRACT DOCUMENTS IS TO ORGANIZE AND CONTROL THE WORK SO THAT IT IS ACCOMPLISHED WITH MINIMUM INCONVENIENCE TO THE AIRPORT, AND TO INSURE THE SAFETY OF AIRCRAFT MOVEMENTS AT THE AIRPORT DURING THE CONSTRUCTION PERIOD. ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH FAA ADVISORY CIRCULAR 150/5370-2E. ADVISORY CIRCULAR WILL NOT BE INCLUDED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND ADHERING TO ADVISORY CIRCULAR 150/5370-2E.
3. ALL CONSTRUCTION EQUIPMENT MUST BE MARKED WITH 3'X3' ORANGE AND WHITE CHECKERED FLAGS (DAY ONLY) OR FLASHING YELLOW, AMBER, OR RED DOME TYPE LIGHTS (DAY OR NIGHT). ALL VEHICLES AND EQUIPMENT MUST BE MARKED WITH THE CONTRACTOR'S NAME CLEARLY VISIBLE FROM 200 FEET.
4. CONSTRUCTION AND HAULING EQUIPMENT WILL NOT BE ALLOWED ON AIRFIELD PAVEMENT.
5. AT ALL TIMES, AIRCRAFT MOVEMENT SHALL HAVE THE RIGHT OF WAY OVER THE CONTRACTOR'S EQUIPMENT.
6. IN CASE OF EMERGENCY, CALL 911 AND THEN NOTIFY THE ENGINEER AND AIRPORT OPERATIONS MANAGER.

ITEMS OF WORK

1. CONSTRUCT AIRFIELD PERIMETER FENCING
2. CONSTRUCT DITCH STRUCTURE
3. INSTALL AUTOMATIC SLIDING CANTILEVER GATE
4. INSTALL OPERATING SYSTEM
5. REMOVE EXISTING FENCE

CLEARING AND GRUBBING

CALL BEFORE YOU DIG! ARKANSAS ONE CALL 1-800-482-8998

CAUTION:

UNDERGROUND UTILITIES EXIST WITHIN AND ADJACENT TO THE LIMITS OF CONSTRUCTION. AN ATTEMPT HAS BEEN MADE TO LOCATE THESE UTILITIES ON THE PLANS. HOWEVER, ALL EXISTING UTILITIES MAY NOT BE SHOWN AND THE ACTUAL LOCATIONS OF THE UTILITIES MAY VARY FROM THE LOCATIONS SHOWN. PRIOR TO BEGINNING ANY TYPE OF EXCAVATION, THE CONTRACTOR SHALL CONTACT THE UTILITIES INVOLVED AND MAKE ARRANGEMENTS FOR THE LOCATION OF THE UTILITIES ON THE GROUND. THE CONTRACTOR SHALL MAINTAIN THE UTILITY LOCATION MARKINGS UNTIL THEY ARE NO LONGER NECESSARY.

ARKANSAS STATE LAW, THE UNDERGROUND FACILITIES DAMAGE PREVENTION ACT, REQUIRES TWO WORKING DAYS ADVANCE NOTIFICATION THROUGH THE ARKANSAS ONE-CALL SYSTEM CENTER BEFORE EXCAVATING USING MECHANIZED EQUIPMENT OR EXPLOSIVES (EXCEPT IN THE CASE OF AN EMERGENCY). THE ONE-CALL SYSTEM PHONE NUMBER IS 1-800-482-8998. THE CONTRACTOR IS ADVISED THAT THERE IS A SEVERE PENALTY FOR NOT MAKING THIS CALL. NOT ALL UTILITY COMPANIES ARE MEMBERS OF THE ARKANSAS ONE-CALL SYSTEM; THEREFORE, THE CONTRACTOR IS ADVISED TO CONTACT ALL NON-MEMBER UTILITIES AS WELL AS THE ONE-CALL SYSTEM.

GARVER

GARVER LLC No. 766 CERTIFICATE OF AUTHORIZATION ARKANSAS - ENGINEER

REV	DATE	DESCRIPTION	BY

CITY OF ARKADELPHIA
DEXTER B. FLORENCE MEMORIAL FIELD AIRPORT
ARKADELPHIA, ARKANSAS
AIRFIELD PERIMETER FENCING
PHASE 2

CONSTRUCTION SAFETY AND PHASING PLAN

JOB NO.: 14011781
DATE: MAY 2014
DESIGNED BY: JCC
DRAWN BY: JLV

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

DRAWING NUMBER G-101

SHEET NUMBER 2

File: L:\2014\14011781 - ADP Update Airport Master Plan\Drawings\AIAPFENCE-G101-CS.dwg Last Saved: 5/9/2014 8:24 AM Last Saved By: JCCoover
Last Plotted By: Travis Jewell Plot Date: 5/9/2014 11:29 AM Plotter name: \\gfnvds02\Canon iR-C4080 PS

ARKADELPHIA
It's a great place to call home!

Office of the City Manager
700 Clay Street, Arkadelphia, Arkansas 71923
Phone: (870) 246-9864

To: Arkadelphia Board of Directors

cc: Ed McCorkle

From: Jimmy Bolt, City Manager

Date: 9-12-2014

Re: Consideration of Bid for improvements to the Youth Sports Complex.

The City received one bid for this project in the amount of $1,995,200.13. After negotiating with the contractor we have a contract that will substantially complete the Youth Sports Complex.

The ball field project pod consists of a 3 field pod with 2 softball fields, 1 baseball field, a concession/restroom/dressing room building and associated components that will make for a turnkey operation. Also in the project is: 1) completion of the majority of original parking layout, 2) landscaping 3) irrigation for inside the fields and for trees.

One major component that we had as an add on was to concrete the plaza at fields 1-4. We will not be able to accomplish that goal. Staff does have a slight amount of funds set aside for contingency. If at the end of the project those funds remain available I would recommend reviewing the needs of the baseball association for any improvements to fields 1-4 or to address the need for a new restroom at Feaster Park.

The negotiated bid is $1,634,933.64. APS cost is $360,266.49 and the City's cost is $1,285,522.64. The Contractor is ready to start construction. Some portions of the contract are based on unit pricing and the final cost will vary based on the actual units installed. This is a 120 day contract including rain days. There is a $350 dollar per day liquidated damages penalty.

Staff is recommending approval of the contract with Shields & Associates and to authorize the city manager to execute the contract.

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

900 W. Markham St.
P.O. Box 34087
Little Rock, AR 72201/72203
501-371-0272 · FAX 501-371-9932
www.mcclelland-engrs.com

September 11, 2014

Jimmy Bolt, City Manager
City of Arkadelphia
700 Clay St
Arkadelphia AR, 71923

Re: LR14-5731 Arkadelphia Youth Sports Complex Phase IV, Arkadelphia, Arkansas

Dear Mr. Bolt,

Attached are the Certified Bid Tabulation, a Negotiated Bid Tab and a Notice of Award and the contract for the above referenced project.

MCE has reviewed the qualifications and check references on the contractor and recommends that the city move forward with Shields and Associates on the project. Following the bid opening we worked with the contractor to develop the attached Negotiated Bid Tabulation for the project and that amount of $1,634,933.64 is what we are recommending you contract and issue the Notice of Award to the contractor for on this project.

Please review the enclosed documents at your earliest convenience and call with any questions or comments.

Sincerely,
McClelland Consulting Engineers, Inc.

Dan Beranek, PE President Little Rock Office

Attachment: Certified Bid Tab
Negotiated Bid Tab
Notice of Award

CERTIFIED BID TAB

PROJECT: LR14-5731 Arkadelphia Youth Sports Complex - Phase IV

BID LOCATION: City Hall, Arkadelphia, AR

BID TIME AND DATE: 2:00 PM, August 13, 2014

Certified by:

Daniel G. Beranek, P.E., License #12713

Contractor's Name: **Shields & Associates, Inc.**

Contractor's License No.: **#0172580115**

Item No.	Item Description	Units	Estimated Quantity	Unit Cost		Total Cost
1	Site Preparation	LS	1	$5,500.00		$5,500.00
2	Erosion Control and Concrete Washout	LS	1	$16,000.00		$16,000.00
3	Water System Improvements	LS	1	$60,000.00		$60,000.00
4	Sanitary Sewer System Improvements	LS	1	$13,000.00		$13,000.00
	Roadway, Parking Lots, Sidewalks					
5	Paving- Site Preparation	LS	1	$5,500.00		$5,500.00
6	2" Asphalt Paving for Access Drives and Parking Areas (81 sq ft/ton @ 2" thick)	TON	1,998	$101.61	*	$203,016.78
7	Striping of Parking Areas	LS	1	$7,600.00		$7,600.00
8	Concrete Sidewalk with Thickened Edge	SF	2,524	$4.25		$10,727.00
9	Curb & Gutter	LF	3,112	$14.00		$43,568.00
	Softball Fields 1, 2, 3 & 4					
10	Paving- Site Preparation	LS	1	$3,800.00		$3,800.00
11	Placement of 4" Concrete (existing plaza at Fields 1-4)	SF	56,217	$2.65		$148,975.05
	Baseball Field 5, Softball Fields 6 & 7					
12	Paving- Site Preparation	LS	1	$13,200.00		$13,200.00
13	Placement of 4" Concrete (new plaza at Fields 5-7 & sidewalk to Fields 1-4)	SF	44,956	$2.65		$119,133.40
14a	Bleachers, 3 Row, 21', ADA (Field 6)	EA	2	$1,754.77	*	$3,509.34
14b	Bleachers, 5 Row, 27', ADA (Fields 5 & 7)	EA	4	$5,932.64		$23,730.56
15a	Dugout (Field 6)	EA	2	$12,000.00		$24,000.00
15b	Blockwork Dugout with Integral Storage Shed (Fields 5 & 7)	EA	4	$28,000.00		$112,000.00
16	Blockwork Scorer's Booth at Fields 5 & 7 (similar to existing at Fields 1-4)	EA	2	$6,520.00		$13,040.00
17	Score Board (Fair Play BA-7109T-2 or similar approved), including support posts	EA	3	$1,100.00		$33,000.00
18	Irrigation System	LS	1	$45,000.00		$45,000.00
19	Infield Dirt & Soil Conditioner for Fields 5 & 7 ('Mar Mix' or similar approved)- placed	LS	1	$45,000.00		$45,000.00
20	Infield Dirt & Soil Conditioner for Field 6 ('Mar Mix' or similar approved)- placed	LS	1	$20,000.00		$20,000.00
21	Pitcher's Mound Clay on Field 5 ('Mar Mound' clay or similar approved)- placed	LS	1	$2,100.00		$2,100.00
22	Perimeter Warning Track for Fields 5 & 7 ('SAF Trac' or similar approved)- placed	LS	1	$24,000.00		$24,000.00
23	Foul Poles for Fields 5 & 7 (4 no. 20ft high)	EA	4	$2,150.00		$8,600.00
24	Foul Poles for Field 6 (2 no. 11ft high)	EA	2	$1,600.00		$3,200.00
25	Players' Bench in Dugouts of Field 6 only	EA	2	$500.00		$1,000.00
26	Playing Field Equipment	LS	1	$1,500.00		$1,500.00
27	Concession/Changing Room Facility Building	LS	1	$290,000.00		$290,000.00
28	Sports Field Lighting and Controls (including Security Lighting & Site Electrical)	LS	1	$435,000.00		$435,000.00
29	Grading fields to finished grades	LS	1	$31,000.00		$31,000.00
30	'419' Bermuda grass to finish Infields of Fields 5 & 7	LS	1	$82,000.00		$82,000.00
31	Landscaping (trees); reseeding disturbed areas as necessary	LS	1	$65,000.00		$65,000.00
32	Arkansas Code Ann. 22-9-212, Trench and Excavations Safety System	LS	1	$500.00		$500.00
33	Miscellaneous, (Mobilization, Demobilization, Bonds, Insurance, As-Built Drawings, & any items not covered elsewhere to complete work per the Drawings & Specifications	LS	1	$82,000.00		$82,000.00
			TOTAL AMOUNT BID:		*	**$1,995,200.13**

5 to 9	Removal of Items 5-9 above (no paving works on drives & parking lots)	LS	1	$245,000.00		$245,000.00
10 to 13	Removal of Items 10-13 above (no concrete resurfacing work on plaza areas)	LS	1	$260,000.00		$260,000.00
18	Remove Irrigation System beyond RPZ, City to Install	LS	1	$44,000.00		$44,000.00
			TOTAL DEDUCTIVE ALTERNATES:			**$549,000.00**

TOTAL AMOUNT BID LESS TOTAL DEDUCTIVE ALTERNATES: **$1,446,200.13**

Southern Bleacher Company's bid was submitted but was nonresponsive.

Negotiated Bid Tab

Date: 9/9/2014

PROJECT: LR14-5731 Arkadelphia Youth Sports Complex - Phase IV

Item No.	Item Description	Units	Estimated Quantity	Unit Cost		Total Cost	VE Items
1	Site Preparation	LS	1	$5,500.00		$5,500.00	
2	Erosion Control and Concrete Washout	LS	1	$16,000.00		$16,000.00	$4,500.00
3	Water System Improvements	LS	1	$60,000.00		$60,000.00	$54,229.00
4	Sanitary Sewer System Improvements	LS	1	$13,000.00		$13,000.00	$13,000.00
	Roadway, Parking Lots, Sidewalks						
5	Paving- Site Preparation	LS	1	$5,500.00		$5,500.00	
6	2" Asphalt Paving for Access Drives and Parking Areas (81 sq ft/ton @ 2" thick)	TON	1,998	$101.61	*	$203,016.78	
7	Striping of Parking Areas	LS	1	$7,600.00		$7,600.00	
8	Concrete Sidewalk with Thickened Edge	SF	2,524	$4.25		$10,727.00	
9	Curb & Gutter	LF	3,112	$14.00		$43,568.00	$43,568.00
	Softball Fields 1, 2, 3 & 4						
10	Paving- Site Preparation	LS	1	$3,800.00		$3,800.00	$3,800.00
11	Placement of 4" Concrete (existing plaza at Fields 1-4)	SF	56,217	$2.65		$148,975.05	$148,975.05
	Baseball Field 5, Softball Fields 6 & 7						
12	Paving- Site Preparation	LS	1	$13,200.00		$13,200.00	
13	Placement of 4" Concrete (new plaza at Fields 5-7 & sidewalk to Fields 1-4)	SF	44,956	$2.65		$119,133.40	$5,954.44
14a	Bleachers, 3 Row, 21', ADA (Field 6)	EA	2	$1,754.77	*	$3,509.34	
14b	Bleachers, 5 Row, 27', ADA (Fields 5 & 7)	EA	4	$5,932.64		$23,730.56	
15a	Dugout (Field 6)	EA	2	$12,000.00		$24,000.00	
15b	Blockwork Dugout with Integral Storage Shed (Fields 5 & 7)	EA	4	$28,000.00		$112,000.00	
16	Blockwork Scorer's Booth at Fields 5 & 7 (similar to existing at Fields 1-4)	EA	2	$6,520.00		$13,040.00	$13,040.00
17	Score Board (Fair Play BA-7109T-2 or similar approved), including support posts	EA	3	$11,000.00		$33,000.00	
18	Irrigation System	LS	1	$45,000.00		$45,000.00	$45,000.00
19	Infield Dirt & Soil Conditioner for Fields 5 & 7 ('Mar Mix' or similar approved)- placed	LS	1	$45,000.00		$45,000.00	
20	Infield Dirt & Soil Conditioner for Field 6 ('Mar Mix' or similar approved)- placed	LS	1	$20,000.00		$20,000.00	
21	Pitcher's Mound Clay on Field 5 ('Mar Mound' clay or similar approved)- placed	LS	1	$2,100.00		$2,100.00	
22	Perimeter Warning Track for Fields 5 & 7 ('SAF Trac' or similar approved)- placed	LS	1	$24,000.00		$24,000.00	
23	Foul Poles for Fields 5 & 7 (4 no. 20ft high)	EA	4	$2,150.00		$8,600.00	
24	Foul Poles for Field 6 (2 no. 11ft high)	EA	2	$1,600.00		$3,200.00	
25	Players' Bench in Dugouts of Field 6 only	EA	2	$500.00		$1,000.00	
26	Playing Field Equipment	LS	1	$1,500.00		$1,500.00	
27	Concession/Changing Room Facility Building	LS	1	$290,000.00		$290,000.00	$8,000.00
28	Sports Field Lighting and Controls (including Security Lighting & Site Electrical)	LS	1	$435,000.00		$435,000.00	$14,000.00
29	Grading fields to finished grades	LS	1	$31,000.00		$31,000.00	
30	'419' Bermuda grass to finish infields of Fields 5 & 7	LS	1	$82,000.00		$82,000.00	
31	Landscaping (trees); reseeding disturbed areas as necessary	LS	1	$65,000.00		$65,000.00	$6,200.00
32	Arkansas Code Ann. 22-9-212, Trench and Excavations Safety System	LS	1	$500.00		$500.00	
33	Miscellaneous, (Mobilization, Demobilization, Bonds, Insurance, As-Built Drawings, & any items not covered elsewhere to complete work per the Drawings & Specifications	LS	1	$82,000.00		$82,000.00	
			TOTAL AMOUNT BID:		*	**$1,995,200.13**	
						ASD Paid or shared items	**$349,411.00**
						Sub-Total of VE items	**$ 360,266.49**
						Total cost minus VE items	**$1,634,933.64**
						Total cost minus VE items and ASD items	**$1,285,522.64**

Negotiated Contract Amount = $1,634,933.64

Sign Approved / Date

Owner - City of Arkadelphia

9/9/14

Engineer - MCE

Contractor - Shields & Associates

SHIELDS & ASSOCIATES
CONSTRUCTION & DEVELOPMENT

September 8, 2014

Mr Dan Beranek
900 W Markham St
Little Rock, AR 72201

RE: Arkadelphia Sports Complex

Dan,

Please find attached our value engineered changes and the related cost adjustments for the project.

Shields & Associates, Inc. will accept these changes as part of a contract for this project.

If you have any questions or need further information please let me know.

Sincerely,

Ben Shields

Ben Shields, President

Att: Value Engineering Options

116 CHALLAIN DRIVE . LITTLE ROCK . ARKANSAS . 72223
PHONE 501.868.1313 FAX 501.868.1116 CELL 501.951.9078

SHIELDS & ASSOCIATES
CONSTRUCTION & DEVELOPMENT

Arkadelphia Youth Sports Complex PH 4
Value Engineering Options

Item No	Trade	Units	UOM	Unit Price	Total Price	
2	Erosion Control	1	LS	4,500.00	4,500.00	
	Silt Fence	1	EA	2.00		
	Concrete Washouts	1	EA	1,250.00		
	Check Dam	1	EA	400.00		
3	Water System by Owner	1	LS	54,229.00	54,229.00	
4	Sewer System by Owner	1	LS	13,000.00	13,000.00	
9	Deduct Curb	1	LS	43,568.00	43,568.00	
10	Paving Site Prep	1	LS	3,800.00	3,800.00	
10	Eliminate All Paving Softball 1,2,3&4	56,217	SF	2.65	148,975.05	
13	Decrease the 4" concrete pave areas in fields 5,6,7 by 5%	2,247	SF	2.65	5,954.44 ~~5,954.55~~	DGB
16	Blockwork Scorer's Booth at Fields 5&7	2	EA	6,520.00	13,040.00	
18	Irrigation By Owner	1	LS	45,000.00	45,000.00	
27	Concession/changing Room	1	LS	8,000.00	1~~0,500.00~~	
	Masonry - Stain Instead of Colored block	1	LS	4,500.00	8,000.00	DGB
	HVAC - steel grills & delete fly fans	1	LS	2,200.00		
	Plumbing - Fixtures & PEX	1	LS	1,300.00		
	~~Electrical – concession~~	~~1~~	~~LS~~	~~2,500.00~~	DGB	
19	Sports Field lighting and Controls : Reduce the scope and extra redundancies	1	LS	14,000.00	14,000.00	
31	Trees - Deduct 10 & use alt for BS & JM	1	LS	6,200.00	6,200.00	
					~~362,766.60~~ 360,266.49	

116 CHATTAIN DRIVE . LITTLE ROCK . ARKANSAS 72223
PHONE 501.868.1313 FAX 501.868.1116 CELL 501.951.9078

NOTICE OF AWARD

TO: Shields & Associates

PROJECT: ARKADELPHIA YOUTH SPORTS COMPLEX (PHASE IV)- LR14-5731

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated August 13, 2014 and Instructions to Bidders.

You are hereby notified that your BID has been accepted in the amount of: **$1,634,933.64**
Note: (See attached Negotiated Bid Tab and Documentation)

You are required by the Instructions to Bidders to execute the Contract and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said BONDS within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited. The OWNER will be entitled to such other rights as may be granted by law.

This Notice of Award is contingent upon the approval by the City of Arkadelphia City Council.

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

Dated this ___ day of September, 2014.

CITY OF ARKADELPHIA, ARKANSAS
Owner

By _____

Title: Jimmy Bolt, City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by_____,

this the_____ day of _____, 20

By _____Title _____

Information Only

To: Jimmy Bolt, City Manager

From: Al Harris, Chief of Police

Date: September 2, 2014

Subject: Police Department Activity Report for Month of August 2014.

Please find reports for Traffic and Misdemeanor Arrests, Prisoner Transports, Community Service Hours, Accident Investigations, Felony Cases, Fuel/Mileage Report, Dispatch Activity, and Code Enforcement Report for the month of August 2014.

OPERATIONAL REPORT
ARKADELPHIA POLICE DEPARTMENT

AUGUST 2014

Traffic Offenses	Current Month	Year To Date	Last Year (2013)
Speeding	14	170	93
Reckless Driving	1	3	1
Fail To Yield	1	6	8
Wrong Way One Way	0	0	1
Control Devices	13	85	21
Hazardous Driving	1	21	9
Vehicle License	4	51	42
Drivers License	17	139	126
Follow Too Close	1	2	2
Illegal Passing	0	9	1
Illegal Left Turn	0	7	8
Accidents Investigated	25	218	225
Parking Tickets	2	80	70
No liability Insurance	15	174	110
No Seat Belt	3	37	84
Others	17	171	101

Criminal Offenses

D.W.I.	0	16	17
Public Intoxication	8	49	29
Poss. Alcohol	0	13	22
Battery	3	38	25
Disorderly Conduct	5	38	22
Harassment	3	28	23
Carry Certain Weapon:	0	3	1
Poss. Controlled Sub.	3	26	40
Theft of Property	13	49	45
Poss. Instr. Crime	1	16	28
Others	50	315	349

Prisoner Transport

Miles Driven	718	2824	1961
Time In Transport	13hrs 26mins	56hrs 9mins	37hrs 50mins

Community Service Hours

DATE	TRAVEL TIME	MILES DRIVEN	PRISONER
8/9/2014	1.10	55	Lisa Ransom from Amity to CCSO
8/9/2014	1.15	60	Christopher Potts from Malvern to CCSO
8/11/2014	2.39	129	Klyantel Summons from Pulaski Co. to CCSO
8/12/2014	3.03	166	Joshua Windham from SW Arkansas DCC
8/14/2014	2.27	143	Carlton Stewart from Lafayette County Jail
8/27/2014	2.52	165	Anthony Gillespie from Union Co. to CCSO

718 miles

13 hrs. 26 mins

Arkadelphia Police Department

Code Enforcement Report

Date Opened	Address	Trash Violation	Grass Violation	Automobile Violation	Comments	Date closed
8/4/2014	1600 Block of Center	☐	☑	☐	Owner Nash given 7 days to mow two lots corner of Hesley and 16th.	8/13/2014
8/4/2014	1420 O'Connell Street	☐	☑	☐	Owner Freel was given 7 days to mow lawn and 60 days on house repair.	
8/6/2014	117 North 25th Street	☐	☐	☐	Raw Sewage Shirley Walker given 1 day to correct problem.	
8/6/2014	117 North 25th Street	☐	☑	☐	Renter Manning given 7 days to mow lawn.	
8/6/2014	1907 Caddo Street	☐	☑	☐	Owner French was given 7 days to mow lawn.	
8/6/2014	2705 Walnut	☐	☑	☐	Owner McCall given 7 days to mow lawn.	8/7/2014
8/6/2014	2707 Walnut	☐	☑	☐	Owner Burdett was given 7 days to mow lawn.	8/7/2014
8/6/2014	2714 Walnut	☐	☑	☐	Owner Pascall was given 7 days to mow lawn.	8/14/2014
8/6/2014	3240 West Pine Street	☐	☑	☐	Renter Henderson given 7 days to mow lawn	8/8/2014
8/6/2014	3316 West Pine Street	☐	☑	☐	Owner Collins was given 7 days to mow lawn.	8/13/2014
8/6/2014	2404 Barkman	☐	☑	☐	Owner was given 7 days to mow lawn.	8/14/2014
8/6/2014	2307 Barkman Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/25/2014
8/6/2014	2304 Barkman Street	☐	☑	☐	Owner was given 7 days to mow lawn.	
8/6/2014	819 25th Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/13/2014
8/6/2014	805 25th Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/13/2014
8/6/2014	2814 Walnut Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/14/2014
8/6/2014	316 Clinton Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/7/2014
8/6/2014	231 Clinton Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/14/2014
8/6/2014	226 Clinton Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/7/2014
8/6/2014	230 Clinton Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/7/2014
8/6/2014	221 Clinton Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/14/2014
8/6/2014	202 Main Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/7/2014
8/6/2014	233 Main Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/12/2014
8/6/2014	216 Clay Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/7/2014
8/6/2014	212 Clay Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/7/2014
8/6/2014	211 Clay Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/7/2014
8/6/2014	208 Clay Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/7/2014
8/6/2014	220 Clay Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/7/2014
8/6/2014	1215 Richardson Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/14/2014
8/6/2014	723 Crittenden Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/14/2014
8/6/2014	806 Crittenden Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/7/2014

ARKADELPHIA POLICE DEPARTMENT
2014 FUEL AND MILEAGE REPORT

MONTH	TOTOTA MILES	YTD TOYOTA MILES	TOYOTA GALLONS	YTD TOYOTA GALLONS	OTHER MILES	YTD OTHER MILES	OTHER GALLONS	YTD OTHER GALLONS
JANUARY	10,162	**10,162**	425.4	**425.4**	6,658	**6,658**	542.6	**542.6**
FEBRUARY	10,837	**20,999**	445.9	**871.3**	5,171	**11,829**	374.3	**916.9**
MARCH	17,405	**38,404**	675.2	**1,546.5**	3,715	**15,544**	200.5	**1,117.4**
APRIL	14,688	**53,092**	537.7	**2,084.20**	4,688	**20,232**	327.9	**1,445.3**
MAY	16,148	**69,240**	627.2	**2,711.4**	4,736	**24,968**	340.4	**1,785.7**
JUNE	14,325	**83,565**	539.5	**3,250.9**	3,877	**28,845**	339.5	**2,125.2**
JULY	14,002	**97,567**	558.4	**3,809.3**	5,170	**34,015**	342.5	**2,467.7**
AUGUST	16,299	**113,866**	683.3	**4,492.6**	5,151	**39,166**	366.3	**2,834.0**
SEPTEMBER			23.85M / gal	25.35M / gal		14.06 M / gal	13.82M / gal	
OCTOBER								
NOVEMBER								
DECEMBER								

DISPATCH ACTIVITY AUGUST 2014

DATE	TOTAL LOG ENTRIES	APD	CVPD	HSU	MC	ASP & OTHERS	911	FALSE ALARMS	PHONE CALLS APD	PHONE CALLS CVPD	OFFENSE REPORTS BY DISPATCH
1	201	185	15	1	0	0	7	0	45	0	0
2	167	147	20	0	0	0	5	0	24	0	0
3	137	101	36	0	0	0	1	1	26	0	0
4	174	172	2	0	0	0	4	3	34	0	0
5	224	201	21	2	0	0	5	2	31	0	0
6	167	161	6	0	0	0	2	0	59	0	0
7	211	180	28	0	0	3	4	1	45	5	0
8	269	244	18	0	0	7	7	2	50	0	0
9	174	168	6	0	0	0	6	1	36	1	0
10	120	83	37	0	0	0	0	0	16	0	0
11	213	205	8	0	0	0	3	0	34	0	0
12	230	215	14	1	0	0	3	1	42	0	0
13	256	236	16	4	0	0	1	0	41	0	0
14	234	222	10	1	0	1	5	0	50	0	0
15	161	156	3	0	0	2	7	0	34	0	0
16	202	180	22	0	0	0	2	0	32	0	0
17	197	173	23	1	0	0	0	2	24	0	0
18	260	242	16	1	0	1	2	0	37	0	0
19	323	316	2	0	0	5	6	0	26	0	0
20	256	240	12	4	0	0	1	1	42	0	0
21	237	224	4	9	0	0	4	0	61	0	0
22	313	289	18	6	0	0	5	0	57	0	0
23	265	244	18	0	0	3	4	2	39	0	0
24	161	153	4	4	0	0	3	0	28	0	0
25	297	286	9	0	0	2	3	3	46	0	0
26	248	233	11	4	0	0	2	2	52	1	0
27	290	277	3	10	0	0	6	1	78	0	0
28	272	237	9	26	0	0	4	4	56	0	0
29	253	247	6	0	0	0	4	0	42	4	0
30	241	222	19	0	0	0	6	0	39	0	0
31	189	178	11	0	0	0	2	1	19	0	0
MONTHLY	**6942**	**6417**	**427**	**74**	**0**	**24**	**114**	**27**	**1245**	**11**	**0**
YTD	**54657**	**51025**	**3021**	**478**	**0**	**133**	**917**	**220**	**11545**	**36**	**1**

Arkadelphia Police Department

Code Enforcement Report

Date Opened	Address	Trash Violation	Grass Violation	Automobile Violation	Comments	Date closed
8/6/2014	1606 Logan Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/14/2014
8/6/2014	1608 Logan Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/7/2014
8/6/2014	529 12th Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/11/2014
8/6/2014	1509 Center Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/14/2014
8/6/2014	1504 Center Street	☐	☑	☐	Owner was given 7 days to mow lawn.	8/7/2014
8/6/2014	703 14th Street	☐	☐	☐	Brush Pile owner was given 7 days to remove brush.	8/25/2014
8/6/2014	1843 Center Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/22/2014
8/6/2014	3210 West Pine Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/7/2014
8/6/2014	3220 West Pine Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/14/2014
8/6/2014	101 3rd Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/14/2014
8/7/2014	1502 Caddo Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/14/2014
8/7/2014	1120 Caddo Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/11/2014
8/7/2014	1046 Caddo Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/22/2014
8/7/2014	# 25 Hartford Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/14/2014
8/7/2014	# 23 Hartford Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/25/2014
8/7/2014	# 3 Carriage Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/14/2014
8/7/2014	# 16 Hartford Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/7/2014
8/7/2014	# 6 Carriage Place	☐	☐	☐	Junk in yard next to house. Owner given 7 days to clean up property.	8/14/2014
8/7/2014	# 1 Carriage Place	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/14/2014
8/7/2014	# 5 Carriage Place	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/8/2014
8/7/2014	122 North 25th Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/14/2014
8/13/2014	1030 South 15th Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/22/2014
8/13/2014	1041 South 15th Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/18/2014
8/13/2014	1035 South 15th Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/22/2014
8/13/2014	1029 South 15th Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/22/2014
8/14/2014	120 Clinton Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/18/2014
8/14/2014	1016 Clinton Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/18/2014
8/14/2014	1034 Clinton Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/22/2014
8/14/2014	1032 Clinton Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/18/2014
8/14/2014	326 North 15th Street	☐	☐	☐	Grass violation owner was given 7 days to mow lawn.	8/18/2014
8/14/2014	316 North 15th Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/18/2014

Arkadelphia Police Department

Code Enforcement Report

Date Opened	Address	Trash Violation	Grass Violation	Automobile Violation	Comments	Date closed
8/15/2014	1501 Gresham Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	405 North 15th Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	1401 Wilson Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	1305 Wilson Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	522 North 13th Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	
8/15/2014	529 12th Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	1204 Richardson Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	1523 Gresham Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	
8/15/2014	417 16th Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	1530 Hunter Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	744 South 10th Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/22/2014
8/15/2014	1522 Walnut Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/22/2014
8/15/2014	1520 Walnut Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/25/2014
8/15/2014	1601 Walnut Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/22/2014
8/15/2014	1706 Walnut Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	1708 Walnut Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	120 Evonshire Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	1926 Walnut Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	1314 Cutler Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	2501 Yorkshire	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	1100 South 27th Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	
8/15/2014	2621 Elaine Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/15/2014
8/15/2014	2515 Walnut Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	2306 Sylvia Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	625 South 24th Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	720 South 24th Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	803 South 24th Street	☑	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	1015 Walnut Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	
8/15/2014	910 Pine Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	
8/15/2014	225 Main Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/18/2014
8/15/2014	1301 Richardson Street	☐	☑	☐	Grass violation owner given 7 days to mow lawn.	8/16/2014

Arkadelphia Police Department

Code Enforcement Report

Date Opened	Address	Trash Violation	Grass Violation	Automobile Violation	Comments	Date closed
8/15/2014	316 Clinton Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/18/2014
8/15/2014	216 Clinton Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/22/2014
8/15/2014	214 Clinton Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/22/2014
8/15/2014	1019 South 10th Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/18/2014
8/15/2014	1052 Clinton Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/22/2014
8/15/2014	713 North 12th Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/18/2014
8/15/2014	1215 Richardson	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/18/2014
8/15/2014	408 North 16th Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/18/2014
8/15/2014	1311 Hunter Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/21/2014
8/15/2014	535 South 10th Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/18/2014
8/15/2014	522 South 10th Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/18/2014
8/15/2014	921 Walnut Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/18/2014
8/15/2014	939 Walnut Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/17/2014
8/15/2014	819 Wade Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/18/2014
8/15/2014	1524 Walnut Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/25/2014
8/15/2014	1920 Walnut Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/22/2014
8/15/2014	1310 Cutler Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/18/2014
8/15/2014	807 South 24th Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/18/2014
8/15/2014	1128 Clinton Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/18/2014
8/15/2014	937 Walnut Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/25/2014
8/20/2014	2302 West Pine	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	
8/20/2014	209 207 211 26th Street	☑	☐	☐	Trash violation owner given 1 day to pick up trash.	8/21/2014
8/21/2014	601 South 14th Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	
8/22/2014	2307 West Pine Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	8/25/2014
8/22/2014	2309 West Pine Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	
8/22/2014	629 South 12th Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	
8/26/2014	217 Clay Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	
8/26/2014	1504 Walnut Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	
8/26/2014	101 3rd Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	
8/26/2014	409 South 10th Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	
8/26/2014	1319 Center Street	☐	☑	☐	Grass violation owner was given 7 days to mow lawn.	

Arkadelphia Police Department

Code Enforcement Report

Date Opened	Address	Trash Violation	Grass Violation	Automobile Violation	Comments	Date closed
8/26/2014	1552 Center Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1032 South 12th Street	☑	☑	☐	Trash / grass violation / owner was given 7 days to mow lawn	
8/26/2014	536 South 10th Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	201 Clinton Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1310 Center Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	221 Clinton Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	#1 Carriage Place	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	235 Clay Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	#4 Hartford Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1507 Walnut Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1508 Walnut Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1605 Walnut Street	☑	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	#3 Hartford Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	#8 Carriage Place	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	#5 Carriage Place	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	#20 Hartford Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	#28 Hartford Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1601 Walnut Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1506 Walnut Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1213 Walnut Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1318 Center Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1523 Center Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1524 Center Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1530 Center Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1301 O'Connell Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1031 South 14th Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1100 South 13th Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1028 South 12th Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	313 South 10th Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1104 Clinton Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	111 1st Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	

Arkadelphia Police Department

Code Enforcement Report

Date Opened	Address	Trash Violation	Grass Violation	Automobile Violation	Comments	Date closed
8/26/2014	321 2nd Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1900 Center Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1834 Center Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1814 Sylvia Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1806 Sylvia Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1805 Sylvia Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
8/26/2014	1710 O'Connell Street	☐	☑	☐	Grass violation / owner was given 7 days to mow lawn	
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178 Cases open for Aug 2014
105 Cases closed

Arkadelphia Police Department

Code Enforcement Report

Date Opened	Address	Trash Violation	Grass Violation	Automobile Violation	Comments	Date closed
8/27/2014	2806 Walnut Street	☐	☑	☐	Owner was given 7 days to mow lawn.	
8/27/2014	1110 Haddock Street	☑	☑	☐	Owner was given 14 days to clean up property.	
8/27/2014	305 North 12th Street	☑	☑	☐	Owner was given 7 days to mow lawn.	
8/28/2014	2426 Walnut Street	☐	☑	☐	Owner was given 7 days to mow lawn.	
8/28/2014	925 South 25th Circle	☐	☑	☐	Owner was given 7 days to mow lawn.	
8/28/2014	2500 Walnut Street	☐	☑	☐	Owner was given 7 days to mow lawn.	
8/28/2014	130 South 14th Street	☐	☑	☐	Owner was given 7 days to mow lawn.	
8/28/2014	2433 Walnut Street	☐	☑	☐	Owner was given 7 days to mow lawn.	
8/28/2014	819 South 25th Street	☐	☑	☐	Owner was given 7 days to mow lawn.	
8/28/2014	910 South 25th Circle	☐	☑	☐	Owner was given 7 days to mow lawn.	
8/28/2014	915 South 25th Circle	☐	☑	☐	Owner was given 7 days to mow lawn.	
8/28/2014	928 South 25th Circle	☐	☑	☐	Owner was given 7 days to mow lawn.	
8/28/2014	2509 Walnut Street	☐	☑	☐	Owner was given 7 days to mow lawn.	
8/28/2014	# 2 Magnolia Dr.	☐	☑	☐	Owner was given 7 days to mow lawn.	
8/28/2014	# 31 Apple Blossom	☐	☑	☐	Owner was given 7 days to mow lawn.	
8/28/2014	921 Walnut Street	☐	☑	☐	Owner was given 7 days to mow lawn.	
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Arkadelphia Police Department
Criminal Investigation Division

Monthly Report
August 2014

Cases Opened: 6
Cases Closed: 4
Arrests: 3

Crimes Reported:

Theft by receiving	1
Breaking or Entering	1
Theft of Property	1
Attempted murder	1
Domestic Battery - Second Degree	1
Fleeing	1