

# **SOUTH CENTRAL REGIONAL AIRPORT AGENCY**

Meeting of the Board

**Tuesday, August 10, 2021 – 6:00 p.m.**

Pella Public Safety Complex at 614 Main Street, Pella, IA 50219

**This meeting is available to attend in person or via phone.**

To access the meeting via phone, dial 720.650.5050 and enter access code 962-389-622 #

Attendees will have the ability to provide verbal comments during the call to the public

To minimize disruption, please keep your devices muted until you intend to speak

## **Agenda**

1. Call to Order
2. Call to the public (limited to 3 minutes per person)
3. Approval of Minutes from April 27, 2021
4. Motion to go into closed session under Code of Iowa; Chapter 21 Section 5 sub paragraph 1. j.  
To discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.
5. Action may be taken on any item discussed in closed session after the closed session
6. Approval of Resolution No. 63 Authorizing Board Chair to Sign Documents for the Federal Aviation Administration Grant 004 and Authorizing the Reimbursement to the City of Pella and the City of Oskaloosa for Funds Advanced
7. Staff and committee updates:
  - a. Project update from HDR
  - b. Review of SCRAA financial statement and proposed capital airport plan
  - c. Staff updates
8. The next meeting is scheduled for September 28, 2021 at 6:00 p.m.
9. Adjourn

South Central Regional Airport Agency  
Meeting Minutes  
Tuesday, April 27, 2021

Committee members present: Jim Hansen, John Bandstra, Pamela Blomgren, Kevin Gaul, Dave Corbin, Doug Klahsen.  
Absent: None.

SCRAA staff present: Mike Schrock, Oskaloosa City Manager; Mike Nardini, Pella City Administrator; Amy Beattie, Legal Counsel; Jerry Searle, HDR Engineering; Mandy Smith, Pella City Clerk.

Meeting called to order by Chairman Hansen at 6:00 p.m. in the Pella Public Safety Complex, 614 Main Street, Pella, Iowa. One member of the general public was in attendance.

Due to heightened public health risks associated with the COVID-19 pandemic, accommodations were made to broadcast this meeting via conference call. Two members of the general public attended the conference call.

Chairman Hansen opened the call to the public. No comments were received.

It was moved by Blomgren, seconded by Gaul, to approve the March 24, 2021 minutes. Motion carried 6-0.

At 6:01 p.m., it was moved by Gaul, seconded by Blomgren, to enter into four closed sessions under Code of Iowa; Chapter 21 Section 5 sub paragraph 1. j. to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed. Motion carried 6-0.

Closed session #1 was held from 6:04 p.m. to 6:21 p.m.

Closed session #2 was held from 6:23 p.m. to 6:26 p.m.

Closed session #3 was held from 6:27 p.m. to 6:29 p.m.

Closed session #4 was held from 6:30 p.m. to 6:36 p.m.

SCRAA back into open session at 6:36 p.m.

It was moved by Blomgren, seconded by Gaul, to approve Resolution No. 59 A RESOLUTION APPROVING THE FAIR MARKET VALUE FOR REAL PROPERTY TO BE PURCHASED FROM THE JOHN W. AND GLADYS A. DE ROOI REVOCABLE TRUST. Motion carried 5 (Blomgren, Gaul, Corbin, Klahsen, Hansen) - 1 (Bandstra).

It was moved by Gaul, seconded by Corbin, to approve Resolution No. 60 A RESOLUTION APPROVING THE FAIR MARKET VALUE FOR REAL PROPERTY TO BE PURCHASED FROM JAMES L. VAN ZOMEREN. Motion carried 5 (Gaul, Corbin, Klahsen, Hansen, Blomgren) - 1 (Bandstra).

It was moved by Blomgren, seconded by Corbin, to approve Resolution No. 61 A RESOLUTION APPROVING THE FAIR MARKET VALUE FOR REAL PROPERTY TO BE PURCHASED FROM THE ALLEN G. REMPE REVOCABLE TRUST AND THE FLORENCE J. REMPE REVOCABLE TRUST AS TO AN ½ INTEREST AND LINDA LEA DONALDSEN AND JANET LYNNE SALZWEDEL AS TO AN ½ INTEREST. Motion carried 5 (Blomgren, Corbin, Klahsen, Hansen, Gaul) - 1 (Bandstra).

It was moved by Gaul, seconded by Bandstra, to receive and file the South Central Regional Airport Agency's audited financial statements for the fiscal year ending June 30, 2020. Motion carried 6-0.

Jerry Searle, HDR Engineering, provided the committee with updates on the status of land acquisition grants and summarized parcels that are yet to be acquired; no formal action was taken.

The committee reviewed the SCRAA financial statement; no formal action was taken.

The next regular meeting is scheduled for Tuesday, May 25, 2021 at 6:00 p.m. This meeting will be held both in person and via conference call.

The meeting adjourned at 7:21 p.m.

Minutes prepared by Mandy Smith

ITEM NO: 6

SUBJECT: Resolution Authorizing Board Chair to Sign Documents for the Federal Aviation Administration Grant 004 and Authorizing the Reimbursement to the City of Pella and the City of Oskaloosa for Funds Advanced

DATE: August 10, 2021

**BACKGROUND:**

On June 29, 2020, the SCRAA submitted a grant application to the Federal Aviation Administration for use towards land acquisition costs related to the South Central Regional Airport project. The application has been approved by the FAA and on July 7, 2021, a grant offer was made, which is included as a memo attachment. This grant offer, which is for 100% of allowable costs, is specifically for parcel 3, parcel 4, and parcel 5 and totals \$2,888,821. The grant offer must be approved by the SCRAA Board and signed by an authorized representative and the Board's attorney no later than August 13, 2021.

The resolution under consideration authorizes the Board Chair to sign the necessary documents for this grant with the FAA. Furthermore, the resolution authorizes reimbursement of funds that the City of Pella and City of Oskaloosa have already expended.

ATTACHMENTS: Resolution, FAA Grant Agreement

REPORT PREPARED BY: Staff

RECOMMENDED ACTION: Approve resolution

**RESOLUTION NO. 63**

**RESOLUTION AUTHORIZING BOARD CHAIR TO SIGN DOCUMENTS FOR THE FEDERAL AVIATION ADMINISTRATION GRANT 004 AND AUTHORIZING THE REIMBURSEMENT TO THE CITY OF PELLA AND THE CITY OF OSKALOOSA FOR FUNDS ADVANCED**

WHEREAS, the South Central Regional Airport Agency ("SCRAA") submitted a Project Application dated June 29, 2020 for a grant of Federal funds from the U.S. Department of Transportation Federal Aviation Administration ("FAA") for use in land acquisition associated with the South Central Regional Airport project (the "Project"); and

WHEREAS, the Project Application has been approved by the FAA and a Grant Offer dated July 7, 2021 has been received by SCRAA; and

WHEREAS, receipt of the Grant funds requires timely approval of the Grant Offer by SCRAA; and

WHEREAS, the Grant Offer has been reviewed and approved by staff prior to submittal for signature by the Board Chair and then the SCRAA Attorney; and

WHEREAS, upon receipt of the Grant funds the amounts advanced by the City of Pella and the City of Oskaloosa should be reimbursed to the respective city.

NOW, THEREFORE, it is hereby resolved by the Board of the SCRAA that the Board Chair is authorized to sign documents on behalf of the SCRAA for the FAA's Grant Offer which are necessary for the receipt of the Grant funds.

BE IT FURTHER RESOLVED, upon receipt of the Grant funds the amounts advanced by the City of Pella and the City of Oskaloosa should be reimbursed to the respective city.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_ 2021

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Jim Hansen, Board Chair

ATTEST:

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John Bandstra, Secretary/Treasurer



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

Airports Division  
Central Region  
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600  
901 Locust  
Kansas City, MO 64106

Mr. Jim Hansen, Chair  
South Central Regional Airport Agency  
825 Broadway  
Pella, IA 50219

Dear Mr. Hansen:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-19-0136-004-2021 at South Central Regional Airport in Evans, IA. This letter outlines expectations for success. Please read the conditions and assurances carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **August 13, 2021**, in order for the grant to be valid.
  - The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
  - All signatures must be made with blue or black ink; Signature stamps will not be accepted.
  - All signatures must be notarized.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
  - Return one executed original Grant Agreement to our office via US mail or commercial courier.
  - Retain one copy of the executed Grant Agreement for your records.
- e. Because time is now critical for entering the executed grant into the FAA system, we request you send a copy of the signed agreement to our office by email, [amy.walter@faa.gov](mailto:amy.walter@faa.gov), prior to sending the hardcopy document through U.S. mail or commercial courier.

Subject to the requirements in 2 CFR §200, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent**

with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

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

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction or land projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
  1. Non-construction project: Due annually at end of the Federal fiscal year.
  2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

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

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

I am the assigned program manager for this grant and am 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,

A handwritten signature in black ink, appearing to read "Amy J. Walter", with a long horizontal flourish extending to the right.

Amy Walter  
Land Specialist





U.S. Department  
of Transportation  
Federal Aviation  
Administration

**Sponsor Original**

**FAA Airport Improvement Program (AIP)**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date	<u><b>JUL 07 2021</b></u>
Airport/Planning Area	<u><b>South Central Regional</b></u>
FY 2021 AIP Grant Number	<u><b>3-19-0136-004-2021</b></u>
Unique Entity Identifier	<u><b>078801023</b></u>
TO:	<u><b>South Central Regional Airport Agency</b></u> (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 29, 2020**, for a grant of Federal funds for a project at or associated with the **South Central Regional Airport**, which is included as part of this Grant Agreement; and

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

**Acquire Parcel 3 (19.05 acres, Fee Simple), Parcel 4 (98.74 acres, Fee Simple) and Parcel 5 (136.01 acres, Fee Simple) for future airport development**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay One Hundred (100%) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**



Assistance Listings Number (Formerly CFDA Number): 20.106

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

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$2,888,821.00.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

**\$0** for planning

**\$0** for airport development or noise program implementation; and,

**\$2,888,821.00** for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. *Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).*

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 13, 2021** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if



required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

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

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

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

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

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, 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 and subcontract awarded under this Grant.

17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), 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 if funds are available;
- c. May be increased by not more than the greater of the following for a, land project, if funds are available:
  1. 15 percent; or
  2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

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

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

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

**20. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to 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 while driving in all subgrants, contracts, and subcontracts funded with this Grant.



**21. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
  - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
  - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
  - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
  - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
    - a. Associated with performance under this Grant; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

**22. AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

**23. Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
  - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
    - i. Gross mismanagement of a Federal grant;
    - ii. Gross waste of Federal funds;

- iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
    - v. A court or grand jury;
    - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
    - vii. An authorized official of the Department of Justice or other law enforcement agency.
  3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
  5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
  6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

### SPECIAL CONDITIONS

24. **Update Approved Exhibit "A" Property Map for Land in Project.** The Sponsor understands and agrees to update the Exhibit "A" Property Map 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 Exhibit "A" Property Map is an allowable cost within the scope of this project.
25. **Future Development Land.** The Sponsor agrees to perform the airport development which requires this land acquisition within 20 years of this grant agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 20 years for the purpose for which it was acquired, the Sponsor will refund the Federal share of acquisition cost or the current fair market value of the land, whichever is greater.
26. **Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.




27. **Protection of Runway Protection Zone - Easement.** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
28. **Uniform Relocation Act.** The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted Programs, as further required in accordance with Airport Sponsor Grant Assurance 35 and Non-Airport Sponsor Noise Compatibility Grant Assurance 21, as applicable.
29. **Land Acquisition.** The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the FAA that it has recorded the grant agreement, including the grant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.
30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.



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, 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 Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

<p><b>ACKNOWLEDGEMENT</b></p> <p>STATE OF Missouri</p> <p>COUNTY OF Platte</p> <p>On July 7, 2021, before me, a Notary Public, personally appeared Jim A. Johnson, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Jim A. Johnson executed the foregoing instrument in their authorized capacity by their signature on the instrument.</p> <p> Signature of Notary</p>
--

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
(Signature)

**Jim A. Johnson**

(Typed Name)

**Director, Central Region Airports Division**

(Title of FAA Official)

**AMY J WALTER**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Comm. Number 16867514  
Platte County  
My Commission Expires: May 22, 2024

<sup>1</sup> 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.

**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 Grant Assurances, terms, and conditions in this Offer and in the Project Application.

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated

<p><b>ACKNOWLEDGEMENT</b></p> <p>STATE OF _____</p> <p>COUNTY OF _____</p> <p>On _____, before me, a Notary Public, personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.</p> <p style="text-align: right;">_____ <i>Signature of Notary</i></p>
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**South Central Regional Airport Agency**

\_\_\_\_\_  
*(Name of Sponsor)*

**By:**

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

<sup>2</sup> 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.

**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 Iowa. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). 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.

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Sponsor's Attorney)

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

\_\_\_\_\_  
Signature of Notary

<sup>3</sup> 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.



## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

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

#### **B. Duration and Applicability.**

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

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

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

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

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

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

#### **C. Sponsor Certification.**

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

1. General Federal Requirements

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

## FEDERAL LEGISLATION

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act — 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. 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.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>

- 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.<sup>2</sup>
- 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

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- 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<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice

## FEDERAL REGULATIONS

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>



- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 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.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 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.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

## **SPECIFIC ASSURANCES**

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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.**

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

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

<sup>3</sup> 49 CFR Part 18 and 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.

- <sup>4</sup> 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.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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

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.

## **3. Sponsor Fund Availability.**

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

## **4. Good Title.**

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

## **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire,

extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

## **6. Consistency with Local Plans.**



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

**7. Consideration of Local Interest.**

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

**8. Consultation with Users.**

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

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

**11. Pavement Preventive Maintenance.**

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

**12. Terminal Development Prerequisites.**

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

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

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

**14. Minimum Wage Rates.**

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

**15. Veteran's Preference.**

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

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

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

**17. Construction Inspection and Approval.**



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

#### **18. Planning Projects.**

In carrying out planning projects:

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

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  1. Operating the airport's aeronautical facilities whenever required;

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

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

## **20. Hazard Removal and Mitigation.**

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

## **21. Compatible Land Use.**

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

## **22. Economic Nondiscrimination.**

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



- 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case

of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

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

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

- b. Applicability

- 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

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

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

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

"The **South Central Regional Airport Agency**, 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 selfsufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

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

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by



the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

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

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of [Selection Criteria: Date of Offer].

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

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

**36. Access By Intercity Buses.**

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

**37. Disadvantaged Business Enterprises.**

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

**38. Hangar Construction.**

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



**39. Competitive Access.**

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



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

Updated: 3/22/2021

View current and previous versions of these ACs and any associated changes at:

[https://www.faa.gov/airports/resources/advisory\\_circulars/](https://www.faa.gov/airports/resources/advisory_circulars/) and  
[https://www.faa.gov/regulations\\_policies/advisory\\_circulars/](https://www.faa.gov/regulations_policies/advisory_circulars/)

ITEM NO: 7-b

SUBJECT: Review of SCRAA Financial Statement and Proposed Capital Airport Plan

DATE: August 10, 2021

**BACKGROUND:**

The purpose of this agenda item is to review the financial statement and proposed capital airport plan which are included as memo attachments.

ATTACHMENTS: Financial Statement, Proposed Capital Airport Plan

REPORT PREPARED BY: Staff

RECOMMENDED ACTION: None



**2021 SCRAA Operating - Financial Statement**

	<b>Budget</b>	<b>Year-to-Date</b>	<b>Remaining</b>
<b>Operating Revenue</b>			
Farm Rental	\$ -	\$ 26,172	\$ -
Pella	13,890	-	13,890
Oskaloosa	9,260	-	9,260
<b>Total Operating Revenue</b>	<b>\$ 23,150</b>	<b>\$ 26,172</b>	<b>\$ 23,150</b>
<b>Expense</b>	<b>Budget</b>	<b>Year to Date</b>	<b>Remaining</b>
Audit	\$ 5,025	\$ 6,175	\$ (1,150)
Insurance	5,000	8,665	(3,665)
Travel	3,775	-	3,775
Website Maintenance	750	425	325
Training/Conferences	1,600	-	1,600
Legal Fees	7,000	6,604.42	396
Print, Bind, Publish	-	14	(14)
<b>Total Expense</b>	<b>\$ 23,150</b>	<b>\$ 21,884</b>	<b>\$ 1,266</b>
<b>Net Operating Inc/(Exp)</b>	<b>\$ -</b>	<b>\$ 4,288</b>	<b>\$ 21,884</b>

## 2021 SCRAA Project - Financial Statement

### Capital Reimbursements

FAA Reimbursement	\$	2,888,821
Due from the FAA		
Pella		22,014
Oskaloosa		22,014
<b>Total Revenue</b>	<b>\$</b>	<b>2,932,848</b>

### Capital Expenditures

SCRAA Eng/Planning	\$	2,932,848
<b>Total Capital Expenditures</b>	<b>\$</b>	<b>2,932,848</b>
<b>Net Inc/(Exp)</b>	<b>\$</b>	<b>-</b>

Check Issue Date	Pavee	Invoice GL Account	Description	Check Amount
<b>Audit Fee</b>				
8/17/2020	OFFICE OF AUDITOR OF STATE	141.5.05.2200.6401	Audit Filing Fee (FY 2019)	\$ 100.00
2/28/2021	VAN MAANEN AND ASSOCIATES P.C.	141.5.05.2200.6401	Audit Fee	5,900.00
3/31/2021	OFFICE OF AUDITOR OF STATE	141.5.05.2200.6401	Audit Filing Fee (FY 2020)	\$ 175.00
				<b>\$ 6,175.00</b>
<b>Professional Services</b>				
11/30/2020	NEAPOLITAN LABS LLC	141.5.05.2200.6405	Website Expense	\$ 425.00
				<b>\$ 425.00</b>
<b>Insurance</b>				
2/8/2021	Ratcliff & Blake	141.5.05.2200.6410	Insurance	\$ 655.00
3/25/2021	Ratcliff & Blake	141.5.05.2200.6410	Insurance	8,010.00
				<b>\$ 8,665.00</b>
<b>Legal Expense</b>				
7/25/2020	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	\$ 1,215.00
8/25/2020	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	660.00
9/25/2020	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	690.00
10/25/2020	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	600.00
12/25/2020	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	465.00
1/25/2021	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	105.00
2/25/2021	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	150.00
2/25/2021	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	645.00
2/25/2021	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	45.00
3/25/2021	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	(910.58)
3/25/2021	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	345.00
5/25/2021	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	1,755.00
5/25/2021	BRICK GENTRY BOWER SWARTZ & LEVIS PC	141.5.05.2200.6414	Legal Expense	840.00
				<b>\$ 6,604.42</b>
<b>Printing, Binding &amp; Publishing</b>				
3/25/2021	Storey-Kenworthy	141.5.05.2200.6417	SCRAA Nameplates	\$ 14.40
				<b>\$ 14.40</b>
<b>Engineering/Planning</b>				
7/29/2020	MAHASKA COUNTY RECORDER	241.5.05.7240.6730	Vos Transfer Tax	\$ 1,874.29
7/29/2020	MAHASKA COUNTY RECORDER	241.5.05.7240.6730	Barnard Transfer Tax	1,087.80
9/8/2020	MAHASKA COUNTY RECORDER	241.5.05.7240.6730	Barnard FAA Grant Recording Fee	145.00
9/9/2020	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	4,779.91
9/9/2020	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	17,735.87
9/9/2020	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	1,975.64
9/9/2020	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	3,000.00
9/17/2020	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	5,571.90
9/17/2020	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	1,462.90
9/17/2020	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	4,225.57
9/17/2020	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	3,554.45
9/17/2020	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	1,300.00
9/30/2020	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	1,449.35
9/30/2020	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	2,270.84
9/30/2020	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	6,297.57
10/22/2020	MAHASKA TITLE-JOHNSON ABSTRACT CO	241.5.05.7240.6730	Abstract for SCAA	470.00
10/25/2020	BRICK GENTRY BOWER SWARTZ & LEVIS PC	241.5.05.7240.6730	Legal Expense	2,256.25
11/2/2020	BRICK GENTRY WIRE TRANSFER FEE	241.5.05.7240.6730	Wire Fee	15.00
11/3/2020	BRICK GENTRY BOWER SWARTZ & LEVIS PC	241.5.05.7240.6730	Legal Expense	1,800.00
11/3/2020	BRICK GENTRY BOWER SWARTZ & LEVIS PC	241.5.05.7240.6730	Van Heukelom Parcel	878,346.50
11/3/2020	BRICK GENTRY BOWER SWARTZ & LEVIS PC	241.5.05.7240.6730	Wichhart Parcel	476,311.54
11/2/2020	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	5,599.74
11/2/2020	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	4,936.71
11/2/2020	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	788.73
11/25/2020	BRICK GENTRY BOWER SWARTZ & LEVIS PC	241.5.05.7240.6730	Legal Expense	1,893.25
12/1/2020	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	1,486.37
12/1/2020	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	2,151.76
12/31/2020	BRICK GENTRY BOWER SWARTZ & LEVIS PC	241.5.05.7240.6730	Van Veukelom Parcel	884,094.15
12/31/2020	BRICK GENTRY BOWER SWARTZ & LEVIS PC	241.5.05.7240.6730	Wichhart Parcel	479,314.54
12/31/2020	RECLASS BRICK GENTRY #336082	241.5.05.7240.6730	Legal Expense	1,455.00
12/31/2020	BRICK GENTRY WIRE FEE	241.5.05.7240.6730	Wire Fee	15.00
1/6/2021	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	5,325.35
1/6/2021	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	695.98
1/6/2021	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	6,433.79
1/6/2021	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	4,987.83
1/6/2021	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	1,267.64
1/25/2021	BRICK GENTRY BOWER SWARTZ & LEVIS PC	241.5.05.7240.6730	Legal Expense	3,017.52
2/4/2021	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	2,247.79
2/4/2021	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	3,115.08
2/4/2021	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	3,084.05
2/4/2021	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	2,489.70
2/4/2021	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	1,530.94
2/4/2021	HDR ENGINEERING INC	241.5.05.7240.6730	SCRAA Egnieering	3,711.23
9/16/2020	MAHASKA COUNT TREASURER	241.5.05.7240.6750	SCRAA Property Tax	1,780.00
9/16/2020	MAHASKA COUNT TREASURER	241.5.05.7240.6750	SCRAA Property Tax	1,490.00
9/16/2020	MAHASKA COUNT TREASURER	241.5.05.7240.6750	SCRAA Property Tax	1,450.00
9/16/2020	BRICK GENTRY	241.5.05.7240.6750	Legal Expense	2,370.00
9/16/2020	BRICK GENTRY	241.5.05.7240.6750	Legal Expense	2,127.00
1/5/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	1,470.20
1/5/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	2,416.44
1/15/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	7,414.21
3/8/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	3,000.35



3/8/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	2,050.24
3/8/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	2,060.33
3/8/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	2,806.52
3/8/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	6,130.84
4/7/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	4,198.96
4/7/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	1,398.33
4/7/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	1,118.31
4/7/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	939.18
4/7/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	4,176.49
5/10/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	8,798.57
5/10/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	8,817.81
5/10/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	7,348.57
5/10/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	2,401.32
5/10/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	933.84
6/7/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	2,845.99
6/7/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	1,479.87
6/7/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	1,544.91
6/7/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	1,300.81
6/7/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	1,644.96
7/12/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	3,504.28
7/12/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	1,476.98
7/12/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	1,256.77
7/12/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	1,389.46
7/12/2021	HDR ENGINEERING INC	241.5.05.7240.6750	SCRAA Egnieering	4,133.51
				<b>\$ 2,932,847.58</b>
<b>Total</b>				<b>\$ 2,954,717.00</b>

# Proposed Airport Capital Plan

7/22/2021

Estimated Available Entitlement Summary				
2019 <sup>1</sup>	2020	2021	2022 <sup>2</sup>	Total
\$0	\$0	\$0	\$0	\$0

<sup>1</sup> FFY 2019 Entitlement will expire in FFY 2022

<sup>2</sup> FFY 2022 Nonprimary Entitlement unknown pending legislation - \$150,000 is assumed for planning

City	Site	LOC	Project Description	Runway	Planned FFY	Federal Share for Project Phase (Typically 90% of Eligible Cost)	Estimated Total Project Cost	NPR	Project Phase	Project Remarks	Details
Evans	New Regional Airport	+09K	Construct New Airport		2022	\$ 459,990	\$ 26,178,192	50	6/12	Construct new airport to replace Pella Municipal and Oskaloosa Municipal. 5500x100 runway with full parallel taxiway (C-II/TDG-2) and transient parking ramp (9 tie-downs 15 000 sq yds). This is a multiphase project with land acquisition design grading paving lighting and marking spread over several fiscal years. FY 2019 FY 2020 and FY 2021 are anticipated to be land acquisition years.	Design
Evans	New Regional Airport	+09K	Construct New Airport		2022	\$ 2,500,000	\$ 26,178,192	50	5/12	Construct new airport to replace Pella Municipal and Oskaloosa Municipal. 5500x100 runway with full parallel taxiway (C-II/TDG-2) and transient parking ramp (9 tie-downs 15 000 sq yds). This is a multiphase project with land acquisition design grading paving lighting and marking spread over several fiscal years. FY 2019 FY 2020 and FY 2021 are anticipated to be land acquisition years.	Reimbursement for Tract 6 25 acres; Tract 7 26.7 acres; Tract 8 10 acres; Tract 9 11.3 acres; Tract 10 12.3 acres; Tract 11 75.7 acres;
Evans	New Regional Airport	+09K	Construct New Airport		2023	\$ 2,766,495	\$ 26,178,192	50	7/12	Construct new airport to replace Pella Municipal and Oskaloosa Municipal. 5500x100 runway with full parallel taxiway (C-II/TDG-2) and transient parking ramp (9 tie-downs 15 000 sq yds). This is a multiphase project with land acquisition design grading paving lighting and marking spread over several fiscal years. FY 2019 FY 2020 and FY 2021 are anticipated to be land acquisition years.	Grading
Evans	New Regional Airport	+09K	Construct New Airport		2023	\$ 3,500,000	\$ 26,178,192	50	8/12	Construct new airport to replace Pella Municipal and Oskaloosa Municipal. 5500x100 runway with full parallel taxiway (C-II/TDG-2) and transient parking ramp (9 tie-downs 15 000 sq yds). This is a multiphase project with land acquisition design grading paving lighting and marking spread over several fiscal years. FY 2019 FY 2020 and FY 2021 are anticipated to be land acquisition years.	[SD22 ONLY]Grading
Evans	New Regional Airport	+09K	Construct New Airport		2024	\$ 4,483,286	\$ 26,178,192	50	9/12	Construct new airport to replace Pella Municipal and Oskaloosa Municipal. 5500x100 runway with full parallel taxiway (C-II/TDG-2) and transient parking ramp (9 tie-downs 15 000 sq yds). This is a multiphase project with land acquisition design grading paving lighting and marking spread over several fiscal years. FY 2019 FY 2020 and FY 2021 are anticipated to be land acquisition years.	Paving marking lighting - Runway
Evans	New Regional Airport	+09K	Construct New Airport		2025	\$ 1,977,661	\$ 26,178,192	50	11/12	Construct new airport to replace Pella Municipal and Oskaloosa Municipal. 5500x100 runway with full parallel taxiway (C-II/TDG-2) and transient parking ramp (9 tie-downs 15 000 sq yds). This is a multiphase project with land acquisition design grading paving lighting and marking spread over several fiscal years. FY 2019 FY 2020 and FY 2021 are anticipated to be land acquisition years.	Paving - Apron
Evans	New Regional Airport	+09K	Construct New Airport		2025	\$ 2,128,604	\$ 26,178,192	50	10/12	Construct new airport to replace Pella Municipal and Oskaloosa Municipal. 5500x100 runway with full parallel taxiway (C-II/TDG-2) and transient parking ramp (9 tie-downs 15 000 sq yds). This is a multiphase project with land acquisition design grading paving lighting and marking spread over several fiscal years. FY 2019 FY 2020 and FY 2021 are anticipated to be land acquisition years.	Paving marking lighting - Taxiway
Evans	New Regional Airport	+09K	Construct New Airport		2026	\$ 500,000	\$ 26,178,192	50	12/12	Construct new airport to replace Pella Municipal and Oskaloosa Municipal. 5500x100 runway with full parallel taxiway (C-II/TDG-2) and transient parking ramp (9 tie-downs 15 000 sq yds). This is a multiphase project with land acquisition design grading paving lighting and marking spread over several fiscal years. FY 2019 FY 2020 and FY 2021 are anticipated to be land acquisition years.	Finish access

## Future Projects

Other projects may be on file but may not be anticipated to have funding available in the short term planning period