

AGENDA**FRANKLIN CITY COUNCIL****MONDAY, September 11, 2017 – CITY HALL COUNCIL CHAMBERS – 207 W. SECOND AVE.****7:00 P.M.****Regular Meeting**

Call To Order MAYOR FRANK M. RABIL

PLEASE TURN OFF CELL PHONES MAYOR FRANK M. RABIL

PLEDGE OF ALLEGIANCE

Special Recognition: Welcome – Introduction of Ms. Anne White – Director of Social Services

CITIZENS' TIME

AMENDMENTS TO AGENDA

1. CONSENT AGENDA**A. Minutes: August 28, 2017 Regular Meeting****2. FINANCE****A. Budget Amendments**

- 1. FY 2017 – 2018 City Budget Amendment # 2018 – 02**
- 2. FY 2017 – 2018 School Division Budget Amendment # 2018 - 02**

3. OLD/NEW BUSINESS**A. Courthouse Writ of Election Voter Education Presentation – Mike Johnson, County Administrator****B. City Manager's Report**

- 1. Verizon Wireless Service Update**

4. COUNCIL/STAFF REPORTS ON BOARDS/COMMISSIONS

- 5. CLOSED SESSION – I move that the Franklin City Council meet in Closed Session to discuss and consider appointments to boards and commissions pursuant to Virginia Code Section 2.2 – 3711 (A) (1).**

Motion Upon Returning to Open Session- I move that the only matters discussed during the closed session were those lawfully exempted from open meeting requirements and identified in the motion by which the closed session was convened.

6. ADJOURNMENT

UPCOMING ITEMS TO BE SCHEDULED

The items below are intended to be reflective, and not inclusive of all subjects staff is working on to bring forward to City Council in the next two months. Both the time lines and subject matter are subject to change and should not be considered final.

SUBJECT

City Council Retreat @ Franklin Municipal Airport
Columbia Natural Gas Franchise
Charter Cable Franchise

TENTATIVE TIME LINE

September 16, 2017
TBD
TBD

CONSENT AGENDA

A. Minutes: August 28, 2017 Regular Meeting

The Franklin City Council held its regular meeting on Monday, August 28, 2017 at 7:00 p.m. in the Council Chambers at City Hall.

Council Members in Attendance: Mayor Frank Rabil, Barry Cheatham, Vice-Mayor; Bobby Cutchins, Mary Hilliard, Greg McLemore and Benny Burgess. (Councilman Linwood Johnson arrived after the meeting had begun as noted below).

Staff in Attendance: Randy Martin, City Manager; Taylor Williams, City Attorney; Mark Bly, Director of Power and Light; Vince Holt, Chief of Emergency Medical Services; Russ Pace, Director of Public Works; Dinah Babb; Treasurer; Brenda Rickman, Commissioner of the Revenue and Chief Phil Hardison, Franklin Police Department.

Others in Attendance: Officer Marissa Foster, Franklin Police Department; Corporal Michael Greenwell; Dan Howe, Executive Director, Downtown Franklin Association; and Teresa Rose-McQuay; Administrative Assistant and Acting Secretary, Recording Minutes.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited by everyone in attendance.

Special Recognition: Welcome – Ms. Tamara Sterling, Superintendent, Franklin City Public Schools

Mayor Rabil recognized Chairman Bob Holt, Chairman of the Franklin City School Board to introduce Ms. Tamara Sterling, Superintendent of Franklin City Public Schools. Chairman Holt gave an overview of her interview and stated that some of her suggestions have already been implemented. Ms. Sterling began working as Superintendent of the Franklin City Public Schools on June 19, 2017. Concluding his comments, Chairman Holt recognized Ms. Sterling who came and gave a brief statement. (Councilman Johnson arrived at 7:04 p.m.). Ms. Sterling thanked everyone for welcoming her and stated that we all are looking forward to moving our schools to the next level. Mayor Rabil welcomed Ms. Sterling and she received a round of applause.

Mayor Rabil expressed his condolences to the family of Bob Petty who passed away over the weekend. Mr. Petty was a member of the educational foundation, a book buddy for the FCPS and was on the board for many years for The Children's Center. Mayor Rabil stated that he would be sorely missed.

Councilman Burgess asked that we all keep the citizens of Houston, Texas in our thoughts and prayers. They are experiencing similar circumstances resulting from the impact of a Hurricane as the City of Franklin experienced almost twenty (20) years ago when our city was flooded.

CITIZENS' TIME

No one signed up to speak at Citizens' Time.

AMENDMENTS TO AGENDA

There were no amendments to the agenda

CONSENT AGENDA

Minutes: August 14, 2017 Regular Meeting

Mayor Rabil asked if there were any corrections to the minutes of the August 14, 2017 Regular meeting. Hearing none, he asked for a motion. Vice-Mayor Cheatham made the motion to approve the August 14, 2017 Regular meeting minutes as presented and Councilman Johnson seconded it.

The motion was approved by a 7 – 0 vote.

Departmental Reports: July, 2017

There were no questions or comments concerning the July, 2017 Departmental Reports which were sent under a separate file.

Finance

End-of-Year Financial Report: June, 2017

Mayor Rabil recognized Manager Martin to present the end-of-year financial report.

General Fund

Manager Martin presented the highlights of the June, 2017 end-of-year Financial Report. Manager Martin stated that this financial report reflects twelve months of revenue and expenditure in most cases.

Revenue Highlights

Overall General Property Taxes collected in the amount of \$7.22 million are down from the FY 16 collections of \$7.43 million.

- Current Real Estate taxes - \$5.12 million is \$112,918 or 2.2% less than the prior year.
- Delinquent Real Estate taxes of \$225,600 are at 94.0% of the budget realized.
- Personal Property taxes at \$1.59 million are 106.6% of budget and 5.1% higher than prior period collections of \$1.52 million.
- Penalty and Interest at \$147,442 are 95.1% of budget and down from the prior year collections of \$181,431.
- Public Service Corporation taxes are \$68,614 is at 101% of budget.

Local Tax Revenue will meet targeted projections.

- Local Sales & Use taxes collected are \$1,785,517.
- Cigarette Taxes collected are \$316,662.
- Meals Taxes collected are \$1,498,567.
- Lodging Taxes collected are \$141,317.

At fiscal year-end, overall net Local Tax Revenue sources will meet targeted dollar projections.

Revenue Summary

General Fund revenue at \$20 million is net \$932,789 less when compared to the \$20.95 million realized in the prior fiscal year. The decrease is primarily due to the following changes:

- Real estate taxes: \$160,000
- Sales & use taxes: \$280,000
- Restaurant & meals taxes: \$130,000
- SoCo inspection fees: \$118,000
- VDOT Paving Award: \$237,000

General Fund Expenditure Highlights

General Fund expenditures at the end of the period total \$15.6 million and represents 95.8% of the total budget; when compared to the prior year period of \$16.03 million, this is a \$404,155 or 2.52% decrease.

Enterprise Funds

Airport Funds

Revenue Analysis

- Fuel sales and airport rental fees are below target with 89% of budget realized.

Expense Analysis

- Expenses in the fund are below target with 93% of budget expended (net of capital outlay and transfers).

Cash Balance

- The cash balance in the Airport Fund is a negative \$47,064.

Water & Sewer Fund

Revenue Analysis

- Revenue from the sale of water and sewer service charges of \$3.4 million at the end of the period is slightly below target at 98.9% of budget. Sale of water and sewer service charges is higher than prior year by \$189,000 and \$273,000 respectively.

Expense Analysis

- Expenses in the Fund are \$2.84 million at the end of the period and are 86% of budget. Expenses in the current year for the sewer system have exceeded the prior year while expenses associated with the water division and the waste water treatment division are comparable with the prior year.

Cash Balance

- The cash balance in the Fund at the end of the month is \$173,000 down from the \$1.78 million reported last month and 5.7% more than the 1.52% million reflected in the prior year period.

Solid Waste Fund**Revenue Analysis**

- Revenue for the Solid Waste Fund is slightly below target with revenue at \$1.3 million or 98.4% and is comparable to the prior year period collections.

Expense Analysis

- Total net expenses at \$1.1 million are 92.3% of the total budget. Significant changes are as follows:
 - Salaries and benefit savings due to vacancies
 - Tipping fees savings
 - One-time equipment purchase in current year was acquired at lower cost
 - Landfill closure expenses reflect a reduction – DEQ compliance requirements met resulting in no further costs for closure activities

Cash Balance

- Cash in the Solid Waste Fund is lower than the prior year period as anticipated due to the “Pay as You Go” alternative to purchase capital equipment in the prior year.

Electric Fund

Revenue from energy sales at \$14.69 million is slightly below target at 96.3% of budget.

Expenses associated with the sale of energy for the fiscal year (excluding fuel adjustment) is \$9.68 million and is below target with 92.4% of the total budget expended. This will be lower than the prior year period of \$9.92 million which is about 99% of the budget.

Cash Balance

Cash in the Electric Fund at \$807,485 decreased by 18.5% from the prior month period cash of \$990,559.

Mayor Rabil thanked all the staff and the auditors for getting the prior year audit off to a good start by communicating what is needed and expected of everyone.

Mayor Rabil asked if there were any questions or comments about the financial report.

Councilman Burgess asked about the comment concerning SoCo inspection fees on page 8 of the General Fund report.

Manager Martin stated he would verify it because the comment did not appear to be entirely accurate.

Mayor Rabil asked Manager Martin how we are doing on the search for a new finance director.

Manager Martin stated that we are taking resumes and there has been interest from some qualified people. Manager Martin stated that he is hoping to fill the vacancy by October.

OLD/NEW BUSINESS

Discussion Regarding Agreement for Recreational Golf Services

Manager Martin reminded Council per the FY 2017 – 2018 budget work sessions held in the spring, both the City and Southampton County appropriated a \$30,000 “placeholder” in the adopted budgets for Parks & Recreation shared services. Since that time, representatives of the City/County Shared Services committee have been pursuing discussions with Cypress Cove Country Club officials about an agreement that would allow all residents of Franklin and Southampton County access to use the excellent quality golf facilities at Cypress Cove without the cost of becoming members for a reduced rate. County Administrator Mike Johnson is presenting this proposal at the County Board of Supervisors meeting this evening. This funding arrangement would be for one year and would provide funding to the club to benefit residents and youth, but also help ensure the continued availability of the golf course in the community by increasing usage of the facilities that are currently underutilized.

This arrangement deeply discounts the user fee for students and ensures the continued availability of the course for school golf teams. With the planned addition of a college golf program at Paul D. Camp Community College this should enhance the likelihood of the team being based in Franklin rather than the college’s other campuses in nearby communities. The Parks & Recreation Department will collaborate with the Boys & Girls Club and YMCA sponsored 1st Tee Youth programs to promote participation by city youth many of whom may not otherwise be likely to participate in this opportunity. Manager Martin stated that this is an opportunity for another shared service as well as keep a local source of revenue in the County.

Manager Martin stated that this item was included in the agenda for discussion and further feedback from Council to consider action either at his meeting or an upcoming September meeting if desired. Since the funds are already available in the budget, the only action necessary is to authorize the one-year agreement contingent upon agreement by all parties. Future funding and terms would be subject to annual review and approval. Manager Martin referenced highlights of an agenda report that further elaborated on details of the arrangement.

Manager Martin stated that there may be an opportunity for the city and county employees to be able to also participate in this benefit. Manager Martin deferred to the Mayor and Vice-Mayor for their comments.

Vice-Mayor Cheatham said that he felt this is a great opportunity.

Mayor Rabil stated that this would be a great opportunity for the tweeners (people between youth and senior citizens) to have something to do as well. Mayor Rabil himself has experience with the 1st Tee Youth program and he is very excited about the opportunity. This year was the first year since 1960 that Franklin High School did not have a golf team.

Vice-Mayor Cheatham stated that the golf courses in Virginia Beach that have this type of program charge between \$28 and \$30 for a round of golf. That does not include cart rental. Cart rental is another \$14.

Mayor Rabil asked if there were any questions or comments concerning this item.

Councilman McLemore said that he wanted to delay the item until the next meeting so he can discuss the agreement for recreational golf services with some of his constituents.

Councilman Burgess asked if the service would be based on a calendar year or a fiscal year.

Manager Martin said that has not been discussed yet, but he will discuss with the partners.

Councilman Johnson shared that he felt like it was a good idea and said that he was sad that the high school didn't have a golf team this year. It is hoped that this agreement will result in higher participation in golf and allow the program to be available again in future years.

Councilman Johnson made the motion to move forward with the agreement for recreational golf services and Vice-Mayor Cheatham seconded it.

The motion was approved with the vote as follows:

Councilman Johnson, AYE; Councilman Cutchins, AYE; Councilwoman Hilliard, AYE; Vice-Mayor Cheatham, AYE; Councilman McLemore, NAY; Councilman Burgess, AYE; and Mayor Rabil, AYE.

SPSA Update

Mayor Rabil acknowledged City Attorney Williams to update Council regarding matters concerning SPSA.

Attorney Williams reported on the following:

- 1) SPSA has terminated its' agreement with Repower. At the August 23rd Board of Director's meeting, they voted 10 to 6 to terminate the Waste Supply and Services Agreement with Repower South Chesapeake, LLC., dated March 4, 2016, due to Repower's inability to obtain a fully executed agreement with a customer to purchase waste pellets as an alternative energy source. The failure to have the offtake agreement prevented Repower from being able to obtain financing for its project. The project was expected to bring the latest equipment advances for the sorting of recyclable materials which would provide the added benefit of less waste going into the landfill and provide a longer life span of the landfill. According to the August 28th edition of the Virginian Pilot reporting the SPSA staff has been directed to bring another Request for Proposals (RFP) to find another company to be the handler of SPSA's municipal waste. In the meantime, SPSA's agreement with Wheelabrator will expire on January 24, 2018. SPSA will once again be hauling its municipal waste to the landfill for disposal. There is sufficient space in the existing Cell's V and VI to handle SPSA's waste for the next seven (7) years under current conditions.
- 2) The leachate levels in Cells V and VI are now under control and are no longer exceeding maximum levels of collection. Leachate is the name of the liquid that passes through or leaches through the landfill from rain. In January, it was discovered that the equipment that handles

leachate was not operating properly and the leachate had built up beyond maximum accepted levels. For over two (2) months now the levels have been at or below acceptable levels. A program to “pump and haul” leachate was initiated and SPSA installed or repaired equipment to rid the landfill of the excess leachate. The “pump and haul” program has resulted in DEQ approval of the progress made and has been terminated. SPSA now just needs to maintain the current levels of leachate for a period of time while under a consent order for DEQ.

- 3) On August 14th, the Suffolk City Council approved SPSA’s application for a new cell, Cell VII, at the landfill. This approval of the Conditional Use Permit (CUP) will ensure SPSA’s ability to handle and dispose of South Hampton Roads municipal waste in a safe and sanitary manner for the next 25 years or longer if SPSA is not able to contract technologies coming into the waste management industry all the time. Hopefully SPSA can utilize new technology to further extend the life span of the existing cells and development of Cell VII in a more environmental friendly manner.
- 4) Finally, SPSA has begun the search for a new executive director of the SPSA organization. Mr. Rowland L. (Bucky) Taylor retired from the position on July 31, 2017 after nine (9) years of service.

Attorney Williams also reminded Council that they need to be thinking of someone to nominate to the Governor to replace Mr. Everett Williams gubernatorial seat for Franklin on the SPSA board. His term ends on December 31, 2017.

Mayor Rabil asked Attorney Williams when the RFP would begin.

Attorney Williams stated that staff has been directed to form the RFP and present it at the September meeting for the board to consider.

Mayor Rabil asked how long it would be before they get results for the RFP.

Attorney Williams stated that it is hard to say but the former RFP took quite a while to negotiate into a contract.

Vice-Mayor Cheatham asked if Repower was no longer an option at all.

Attorney Williams stated that he felt they were still a viable option if they choose to submit another proposal.

Councilman Burgess asked what someone is committing to as a timeframe to be on the SPSA board.

Attorney Williams stated that there would be a learning curve but keep in mind the term will begin on January 1, 2018 for a term of four years and on January 25th everything in the organization will change as new use and support agreements take effect.

City Manager’s Report

Mayor Rabil recognized Manager Martin to present his report. Manager Martin reported on the following information:

- 1) Reinvent Hampton Roads Industry Scale-Up Project Request – Reinvent Hampton Roads was formed in 2012 as a regional economic competitiveness initiative focused on generating high-paying jobs to better diversify employment opportunities in Hampton Roads. In January, 2016 former Virginia Beach City Manager Jim Spore became President and CEO of the organization. Since 2016, the organization has taken the lead in a number of initiatives aimed at developing a collaborative approach to advancing the region's economic performance and for preparing the region to apply for new state financial incentives (GO VIRGINIA) intended to encourage collaboration among communities on economic development.

A recent analysis by Reinvent identified seven (7) core areas that are prime for growth in the Hampton Roads economy which are: Advanced Manufacturing, Food & Beverage Manufacturing, Ship Building & Repair, Life Sciences, Port Operation (including logistics and warehousing), Business Services and Tourism/Recreation.

Reinvent has entered into a partnership with GENEDGE to provide resources (i.e. advisors, consultants and mentors) to companies within these sectors which are poised to grow. GENEDGE is offering its services at a deeply subsidized rate, with 25% being paid by the company and 75% from Reinvent Hampton Roads/GENEDGE. To pay the Reinvent share for this initiative, Hampton Roads communities have been asked to assist as follows: to identify potential companies in each community that might benefit from the program, and to participate in one-time funding for this program in a small but meaningful way.

Reinvent has requested that the communities with a population larger than 150,000 people contribute \$25,000, those having populations between 50,000 and 150,000 contribute \$10,000 and those less than 50,000 contributing \$5,000. Norfolk, Virginia Beach and York County have already appropriated funds. Reinvent has asked for responses by September. Southampton County is also considering this at their meeting this evening. Manager Martin stated that he is prepared to offer a recommendation if the Council is willing to consider action.

Councilman McLemore stated that he did not feel that the City of Franklin should be paying the same amount as Gloucester County and Isle of Wight County; but he would go along with whatever Council wants to do.

Councilman Burgess stated that he likes the concept but he doesn't understand the math why Virginia Beach is paying \$0.05 per person while we would be paying \$0.58 per person.

Manager Martin stated that the CAO's had nothing to do with the formula for the contributions. He was not sure who or how the amounts were determined.

After the discussion of the benefits that this program could provide, Manager Martin continued with his report by recommending approval of the City participating.

Vice-Mayor Cheatham made the motion to approve the \$5,000 contribution to Reinvent Hampton Roads/GENEDGE as presented. Councilman Johnson seconded the motion.

The motion was approved with the vote as follows:

Councilman Johnson, AYE; Councilman Cutchins, AYE; Councilwoman Hilliard, AYE; Vice-Mayor Cheatham, AYE; Councilman McLemore, NAY; Councilman Burgess, AYE; and Mayor Rabil, AYE.

- 2) Airport Taxiway Grant Award – During the work sessions the last couple of years, Council has been briefed on planned capital improvements at the airport. The city is fortunate that grants have been available for the majority (98%) of the cost for projects from the federal government (90% share) and state (8% share) leaving the local share at only 2%. A safety project identified some time ago and discussed with Council is the need for a partial parallel taxiway to limit planes from meeting incoming plane traffic while being in the taxiway. Last year the city was awarded grant funds to complete the design for the project. That grant work has been completed. Based upon feedback from the grant agencies and consultant, the city did not expect to receive the construction grant until FY 2018 – 2019; so the project was included in the second year of the approved Capital Improvements Program in June.

Airport Manager Jimmy Gray was notified on August 24th that the city has been awarded the grant funds this fiscal year. The project bids were significantly higher than previous estimates, but the \$1.8 million project will be funded with the local share being \$36,280.00 or 2% as in previous projects.

Manager Martin recommended Council authorize acceptance of the project and then staff will prepare the required budget amendment for action at the next Council meeting.

Manager Martin asked Councilman Cutchins to share with Council the benefits of this grant due to his expertise while he has served on the Airport Advisory Board and the fact that he is a pilot.

Councilman Cutchins shared that it is a project that is needed at the airport and the fact that it will be a minimal cost to the city makes it a plus. He also noted that the city may have to expend more local funds to support the capital needs in the future if the grant is refused.

Councilman Johnson made the motion to authorize the City Manager to accept the grant and Councilwoman Hilliard seconded the motion.

The motion was approved by a 7 – 0 vote.

Manager Martin informed Council of the Writ of Election brochure that was distributed before the meeting. This brochure will be passed out to the public at the information meetings which are coming up in September and October. This is not a biased document. It is meant to inform the public about the writ of election on November 7, 2017.

Manager Martin also informed Council and the citizens that the problems in recent months with telecasting the regular Council meetings on the PEG channel have been corrected and the meeting is being aired tonight. Charter came in and fixed the issues which were with their equipment.

COUNCIL/STAFF REPORTS ON BOARDS & COMMISSIONS

Councilman Johnson reported that the back to school initiative held at the College Drive Park was very well attended.

Mayor Rabil reported on the Convocation ceremony for the Franklin City Public Schools. He shared that it was an excellent event to kick off the new school year..

Mayor Rabil reminded everyone that Thursday, August 31st is the last We Be Jammin of the season. He also invited the citizen's to come out to the Cruise In and check out the Farmers' Market.

Mayor Rabil also stated that there would be an upcoming ribbon cutting event for all three of the new StartUp businesses on September 20th.

Adjournment

Vice-Mayor Cheatham made the motion to adjourn the meeting and Councilman Johnson seconded it.

The motion was approved by a 7 – 0 vote.

Mayor Rabil declared the meeting adjourned at 8:17 p.m.

These Minutes for the August 28, 2017 City Council Regular Meeting were adopted on the 11th day of September, 2017.

Mayor

Clerk to City Council

FINANCE

A. Budget Amendments

- 1. FY 2017 – 2018 City Budget Amendment # 2018 – 02**
- 2. FY 2017 – 2018 School Division Budget Amendment # 2018 – 02**

BUDGET AMENDMENT # 2018 - 02

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FRANKLIN, VIRGINIA that the 2017 - 2018 City Budget is hereby amended to recognize additional Airport grant funds and School federal funding and to appropriate Council approved funding to ReInvent Hampton Roads:

				Current Budget	Revised Budget	Increase (Decrease)
FUND 100 - GENERAL FUND						
100	41050	0150	Use of Unassigned Fund Balance	\$ 450,000	\$ 491,280	\$ 41,280
TOTAL REVENUE						\$ 41,280
FUND 100 - GENERAL FUND						
100	11010	5698	Contributions - ReInvent Hampton Roads	\$ -	\$ 5,000	\$ 5,000
100	93100	9273	Transfer to Airport Fund	\$ 117,445	\$ 153,725	\$ 36,280
TOTAL EXPENSES						\$ 41,280
FUND 250 - EDUCATION FUND						
250	33010	0225	Title VIB Special Education	\$ 580,173	\$ 581,395	\$ 1,222
TOTAL REVENUE						\$ 1,222
FUND 250 - EDUCATION FUND						
250	60000	0008	Title VIB Special Education	\$ 580,173	\$ 581,395	\$ 1,222
TOTAL EXPENSES						\$ 1,222
FUND 504 - AIRPORT						
504	33010	0420	Airport Improvements FAA	\$ -	\$ 1,632,600	\$ 1,632,600
504	33010	0430	Design/Runway/Lights/Parallel	\$ -	\$ 145,120	\$ 145,120
504	41050	0100	Transfer From General Fund	\$ 117,445	\$ 153,725	\$ 36,280
TOTAL REVENUE						\$ 1,814,000
FUND 504 - AIRPORT						
504	20020	8434	Partial Parallel Taxiway Extension	\$ -	\$ 1,814,000	\$ 1,814,000
TOTAL EXPENSES						\$ 1,814,000

*Certified copy of resolution adopted by
Franklin City Council*

Clerk to the City Council

RE
INVENT
HAMPTON ROADS

June 30, 2017

City of Franklin
Attn: Randy Martin, County Administrator
207 W. 2nd Ave
Franklin, VA 23851

Re: Industry Cluster Scale-Up Project

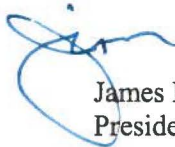
Dear Mr. ^{Randy} Martin:

By letter of May 9th I wrote to outline the nature and rationale behind an important regional effort designed to accelerate the growth of small and medium sized businesses in your jurisdiction and to request your help in furthering the initiative. Since that letter our GO VA Regional Council has received State approval of our budget to include the Industry Scale-Up project and partnership with GENEDGE. Also, several of you have responded and joined this collaborative regional effort.

This letter is intended to invite your jurisdictions' participation or remaining questions you may have prior to reaching a decision to join this effort. For all the reasons outlined in my previous letter, I know you will give this job creating opportunity serious consideration. For your convenience an invoice is attached to this letter. Please note the effective date of September 30th. That date is intended to correspond to the end of our current initial cohort of companies and fit with the project schedule of our partner GENEDGE. While financial participation is three months out, I would appreciate your questions or decision as soon as possible for planning and scheduling purposes.

Thank you for all the great work you do for our communities. It is understood and sincerely appreciated.

Best Regards,



James K. Spore
President and CEO

Attachment

James K. Spore
President & CEO

101 W. Main Street
Suite 415
Norfolk, VA 23510

757-961-8181
reinventhr.org
Jspore@reinventhr.org



Invoice

TO: City of Franklin
207 W. 2nd Ave
Franklin, VA 23851

ATTN: Randy Martin, County Administrator

Description	Amount
Local Jurisdictional Financial Support: Scale-Up Project	\$5,000.00

DUE: September 30, 2017

REMIT TO: Reinvent Hampton Roads
101 West Main Street, Suite 415
Norfolk, Virginia 23510



Franklin City Public Schools

207 West Second Avenue
Franklin, Virginia 23851-1713
(757) 569-8111 • Fax (757)516-1015

To: Mr. Randy Martin, City Manager
From: Ms. Tamara Sterling, Division Superintendent
Date: August 23, 2017
Re: FY 2018 Appropriation Request

Franklin City Public Schools received the attached Special Education 2016-2017 Part B, Section 611- Flow-Through Subgrant Awards notification in the amount of \$1,222.00.

To correctly account for these funds, the 2017-2018FY budget must be increased by \$1,222.00 to properly account for these funds. At the July 26, 2017 School Board Meeting the Board approved the request to amend the FY2017-2018 budget by \$1,222.00.

The School Division requests the City Council's approval of this additional funding offered by the Federal Government. This request does not require a local match.

VIRGINIA DEPARTMENT OF EDUCATION
DIVISION OF SPECIAL EDUCATION AND STUDENT SERVICES
2016-2017 PART B, Section 611, Flow-Through Subgrant Awards (CFDA #84.027A)
Grant Award Start Date: July 1, 2016
Grant Award Expiration Date: September 30, 2018
Reimbursement Request Deadline: November 15, 2018
DOE Program Manager: Sherry Hubbard, 804-225-2339
OMEGA Assistance: 804-371-0993
Federal Award Number: H027A160107

(Note: Subgrants are uniquely identified in OMEGA via combined use of payee code, project code, and fed. award #)

SCHOOL DIVISION/SOP COUNTIES	Original 2016-2017 AWARD Supt's Memo #182-16	Revision No. 1 2016-2017 Allocation Supt's Memo #262-16	2016-2017 Supplementary Award Per OSEP Communications May 31, 2017	Revision No. 2 2016-2017 Allocation	PAYEE CODE NUMBER	PROJECT CODE NUMBER
ACCOMACK	\$ 1,036,997.00	\$ 1,032,811.00	\$ 4,186.00	\$ 1,036,997.00	001	43071
ALBEMARLE	\$ 2,987,008.00	\$ 2,975,621.00	\$ 11,387.00	\$ 2,987,008.00	002	43071
ALLEGHANY	\$ 539,651.00	\$ 537,830.00	\$ 1,821.00	\$ 539,651.00	003	43071
AMELIA	\$ 424,148.00	\$ 422,626.00	\$ 1,522.00	\$ 424,148.00	004	43071
AMHERST	\$ 941,251.00	\$ 937,515.00	\$ 3,736.00	\$ 941,251.00	005	43071
APPOMATTOX	\$ 489,812.00	\$ 487,928.00	\$ 1,884.00	\$ 489,812.00	006	43071
ARLINGTON	\$ 4,719,471.00	\$ 4,701,645.00	\$ 17,826.00	\$ 4,719,471.00	007	43071
AUGUSTA	\$ 2,237,975.00	\$ 2,229,472.00	\$ 8,503.00	\$ 2,237,975.00	008	43071
BATH	\$ 142,690.00	\$ 142,236.00	\$ 454.00	\$ 142,690.00	009	43071
BEDFORD	\$ 2,278,464.00	\$ 2,269,104.00	\$ 9,360.00	\$ 2,278,464.00	010	43071
BLAND	\$ 205,916.00	\$ 205,265.00	\$ 651.00	\$ 205,916.00	011	43071
BOTETOURT	\$ 1,099,058.00	\$ 1,095,207.00	\$ 3,851.00	\$ 1,099,058.00	012	43071
BRUNSWICK	\$ 501,744.00	\$ 499,773.00	\$ 1,971.00	\$ 501,744.00	013	43071
BÜCHANAN	\$ 860,104.00	\$ 857,482.00	\$ 2,622.00	\$ 860,104.00	014	43071
BUCKINGHAM	\$ 528,539.00	\$ 526,680.00	\$ 1,859.00	\$ 528,539.00	015	43071
CAMPBELL	\$ 1,633,208.00	\$ 1,626,551.00	\$ 6,657.00	\$ 1,633,208.00	016	43071
CAROLINE	\$ 913,870.00	\$ 910,100.00	\$ 3,770.00	\$ 913,870.00	017	43071
CARROLL	\$ 1,031,217.00	\$ 1,027,754.00	\$ 3,463.00	\$ 1,031,217.00	018	43071
CHARLES CITY	\$ 211,594.00	\$ 210,899.00	\$ 695.00	\$ 211,594.00	019	43071
CHARLOTTE	\$ 445,536.00	\$ 443,915.00	\$ 1,621.00	\$ 445,536.00	020	43071
CHESTERFIELD	\$ 11,716,330.00	\$ 11,671,621.00	\$ 44,709.00	\$ 11,716,330.00	021	43071
CLARKE	\$ 404,708.00	\$ 403,103.00	\$ 1,605.00	\$ 404,708.00	022	43071

CRAIG	\$	161,115.00	\$	160,504.00	\$	611.00	\$	161,115.00	023	43071
CULPEPER	\$	1,587,192.00	\$	1,580,379.00	\$	6,813.00	\$	1,587,192.00	024	43071
CUMBERLAND	\$	323,505.00	\$	322,214.00	\$	1,291.00	\$	323,505.00	025	43071
DICKENSON	\$	529,690.00	\$	527,789.00	\$	1,901.00	\$	529,690.00	026	43071
DINWIDDIE	\$	904,299.00	\$	900,716.00	\$	3,583.00	\$	904,299.00	027	43071
ESSEX	\$	401,867.00	\$	400,531.00	\$	1,336.00	\$	401,867.00	028	43071
FAIRFAX	\$	34,733,964.00	\$	34,595,155.00	\$	138,809.00	\$	34,733,964.00	029	43071
FAUQUIER	\$	2,252,102.00	\$	2,243,417.00	\$	8,685.00	\$	2,252,102.00	030	43071
FLOYD	\$	504,028.00	\$	502,202.00	\$	1,826.00	\$	504,028.00	031	43071
FLOYANNA	\$	750,858.00	\$	747,850.00	\$	3,008.00	\$	750,858.00	032	43071
FRANKLIN COUNTY	\$	1,704,380.00	\$	1,697,890.00	\$	6,490.00	\$	1,704,380.00	033	43071
FREDERICK	\$	2,516,326.00	\$	2,505,823.00	\$	10,503.00	\$	2,516,326.00	034	43071
GILES	\$	518,365.00	\$	516,303.00	\$	2,062.00	\$	518,365.00	035	43071
GLOUCESTER	\$	1,139,821.00	\$	1,135,545.00	\$	4,276.00	\$	1,139,821.00	036	43071
GOOCHLAND	\$	599,421.00	\$	597,132.00	\$	2,289.00	\$	599,421.00	037	43071
GRAYSON	\$	463,177.00	\$	461,455.00	\$	1,722.00	\$	463,177.00	038	43071
GREENE	\$	727,674.00	\$	725,141.00	\$	2,533.00	\$	727,674.00	039	43071
GREENSVILLE	\$	602,893.00	\$	600,655.00	\$	2,238.00	\$	602,893.00	040	43071
HALIFAX	\$	1,458,326.00	\$	1,453,684.00	\$	4,642.00	\$	1,458,326.00	041	43071
HANOVER	\$	3,188,773.00	\$	3,176,072.00	\$	12,701.00	\$	3,188,773.00	042	43071
HENRICO	\$	9,803,986.00	\$	9,763,371.00	\$	40,615.00	\$	9,803,986.00	043	43071
HENRY	\$	2,032,302.00	\$	2,025,755.00	\$	6,547.00	\$	2,032,302.00	044	43071
HIGHLAND	\$	57,920.00	\$	57,725.00	\$	195.00	\$	57,920.00	045	43071
ISLE OF WIGHT	\$	1,057,120.00	\$	1,052,696.00	\$	4,424.00	\$	1,057,120.00	046	43071
KING GEORGE	\$	859,031.00	\$	855,626.00	\$	3,405.00	\$	859,031.00	048	43071
KING & QUEEN	\$	237,925.00	\$	237,136.00	\$	789.00	\$	237,925.00	049	43071
KING WILLIAM	\$	447,128.00	\$	445,560.00	\$	1,568.00	\$	447,128.00	050	43071
LANCASTER	\$	273,339.00	\$	272,255.00	\$	1,084.00	\$	273,339.00	051	43071
LEE	\$	833,625.00	\$	830,673.00	\$	2,952.00	\$	833,625.00	052	43071
LOUDOUN	\$	10,764,224.00	\$	10,711,823.00	\$	52,401.00	\$	10,764,224.00	053	43071
LOUISA	\$	967,250.00	\$	963,213.00	\$	4,037.00	\$	967,250.00	054	43071
LUNENBURG	\$	421,904.00	\$	420,454.00	\$	1,450.00	\$	421,904.00	055	43071
MADISON	\$	432,671.00	\$	431,081.00	\$	1,590.00	\$	432,671.00	056	43071
MATHEWS	\$	261,332.00	\$	260,424.00	\$	908.00	\$	261,332.00	057	43071
MECKLENBURG	\$	984,343.00	\$	980,629.00	\$	3,714.00	\$	984,343.00	058	43071
MIDDLESEX	\$	295,807.00	\$	294,803.00	\$	1,004.00	\$	295,807.00	059	43071
MONTGOMERY	\$	2,065,586.00	\$	2,057,419.00	\$	8,167.00	\$	2,065,586.00	060	43071
NELSON	\$	454,726.00	\$	453,076.00	\$	1,650.00	\$	454,726.00	062	43071
NEW KENT	\$	633,460.00	\$	631,184.00	\$	2,276.00	\$	633,460.00	063	43071
NORTHAMPTON	\$	384,570.00	\$	383,132.00	\$	1,438.00	\$	384,570.00	065	43071
NORTHUMBERLAND	\$	299,943.00	\$	298,772.00	\$	1,171.00	\$	299,943.00	066	43071
NOTTOWAY	\$	572,905.00	\$	571,050.00	\$	1,855.00	\$	572,905.00	067	43071
ORANGE	\$	1,024,113.00	\$	1,019,950.00	\$	4,163.00	\$	1,024,113.00	068	43071
PAGE	\$	714,290.00	\$	711,384.00	\$	2,906.00	\$	714,290.00	069	43071
PATRICK	\$	570,941.00	\$	568,827.00	\$	2,114.00	\$	570,941.00	070	43071
PITTSYEVANIA	\$	1,913,332.00	\$	1,905,588.00	\$	7,744.00	\$	1,913,332.00	071	43071
POWATAN	\$	789,758.00	\$	786,679.00	\$	3,079.00	\$	789,758.00	072	43071

PRINCE EDWARD	\$ 638,083.00	\$ 635,838.00	\$ 2,245.00	\$ 638,083.00	073	43071
PRINCE GEORGE	\$ 1,051,133.00	\$ 1,046,732.00	\$ 4,401.00	\$ 1,051,133.00	074	43071
PRINCE WILLIAM	\$ 14,767,265.00	\$ 14,701,944.00	\$ 65,321.00	\$ 14,767,265.00	075	43071
PULASKI	\$ 1,045,258.00	\$ 1,041,596.00	\$ 3,662.00	\$ 1,045,258.00	077	43071
RAPPAHANNOCK	\$ 220,943.00	\$ 220,201.00	\$ 742.00	\$ 220,943.00	078	43071
RICHMOND COUNTY	\$ 227,749.00	\$ 226,795.00	\$ 954.00	\$ 227,749.00	079	43071
ROANOKE COUNTY	\$ 3,075,705.00	\$ 3,064,982.00	\$ 10,723.00	\$ 3,075,705.00	080	43071
ROCKBRIDGE	\$ 666,670.00	\$ 664,361.00	\$ 2,309.00	\$ 666,670.00	081	43071
ROCKINGHAM	\$ 2,432,125.00	\$ 2,422,254.00	\$ 9,871.00	\$ 2,432,125.00	082	43071
RUSSELL	\$ 931,775.00	\$ 928,490.00	\$ 3,285.00	\$ 931,775.00	083	43071
SCOTT	\$ 794,002.00	\$ 791,289.00	\$ 2,713.00	\$ 794,002.00	084	43071
SHENANDOAH	\$ 1,266,785.00	\$ 1,261,642.00	\$ 5,143.00	\$ 1,266,785.00	085	43071
SMYTH	\$ 1,061,357.00	\$ 1,057,514.00	\$ 3,843.00	\$ 1,061,357.00	086	43071
SOUTHAMPTON	\$ 577,223.00	\$ 575,108.00	\$ 2,115.00	\$ 577,223.00	087	43071
SPOTSYLVANIA	\$ 4,450,783.00	\$ 4,432,365.00	\$ 18,418.00	\$ 4,450,783.00	088	43071
STAFFORD	\$ 4,587,297.00	\$ 4,566,824.00	\$ 20,473.00	\$ 4,587,297.00	089	43071
SURRY	\$ 225,634.00	\$ 224,853.00	\$ 781.00	\$ 225,634.00	090	43071
SUSSEX	\$ 301,824.00	\$ 300,704.00	\$ 1,120.00	\$ 301,824.00	091	43071
TAZEWELL	\$ 1,455,001.00	\$ 1,449,908.00	\$ 5,093.00	\$ 1,455,001.00	092	43071
WARREN	\$ 1,156,961.00	\$ 1,152,171.00	\$ 4,790.00	\$ 1,156,961.00	093	43071
WASHINGTON	\$ 1,497,680.00	\$ 1,491,693.00	\$ 5,987.00	\$ 1,497,680.00	094	43071
WESTMORELAND	\$ 366,505.00	\$ 364,970.00	\$ 1,535.00	\$ 366,505.00	095	43071
WISE	\$ 1,325,078.00	\$ 1,320,357.00	\$ 4,721.00	\$ 1,325,078.00	096	43071
WYTHE	\$ 873,430.00	\$ 870,032.00	\$ 3,398.00	\$ 873,430.00	097	43071
YORK	\$ 2,082,781.00	\$ 2,073,837.00	\$ 8,944.00	\$ 2,082,781.00	098	43071
CITIES						
ALEXANDRIA	\$ 3,141,786.00	\$ 3,129,476.00	\$ 12,610.00	\$ 3,141,786.00	101	43071
BRISTOL	\$ 596,705.00	\$ 594,506.00	\$ 2,199.00	\$ 596,705.00	102	43071
BUENA VISTA	\$ 232,423.00	\$ 231,603.00	\$ 820.00	\$ 232,423.00	103	43071
CHARLOTTESVILLE	\$ 1,039,078.00	\$ 1,035,398.00	\$ 3,680.00	\$ 1,039,078.00	104	43071
CHESAPEAKE	\$ 8,131,832.00	\$ 8,100,648.00	\$ 31,184.00	\$ 8,131,832.00	136	43071
COLONIAL HEIGHTS	\$ 588,231.00	\$ 586,086.00	\$ 2,145.00	\$ 588,231.00	106	43071
COVINGTON	\$ 227,263.00	\$ 226,482.00	\$ 781.00	\$ 227,263.00	107	43071
DANVILLE	\$ 1,469,591.00	\$ 1,463,726.00	\$ 5,865.00	\$ 1,469,591.00	108	43071
FALLS CHURCH	\$ 439,474.00	\$ 437,762.00	\$ 1,712.00	\$ 439,474.00	109	43071
FRANKLIN CITY	\$ 351,395.00	\$ 350,173.00	\$ 1,222.00	\$ 351,395.00	135	43071
FREDERICKSBURG	\$ 655,988.00	\$ 653,131.00	\$ 2,857.00	\$ 655,988.00	110	43071
GALAX	\$ 247,819.00	\$ 246,819.00	\$ 1,000.00	\$ 247,819.00	111	43071
HAMPTON	\$ 4,304,896.00	\$ 4,287,787.00	\$ 17,109.00	\$ 4,304,896.00	112	43071
HARRISONBURG	\$ 1,130,621.00	\$ 1,125,854.00	\$ 4,767.00	\$ 1,130,621.00	113	43071
HOPEWELL	\$ 950,408.00	\$ 946,610.00	\$ 3,798.00	\$ 950,408.00	114	43071
LEXINGTON	\$ 129,589.00	\$ 129,153.00	\$ 436.00	\$ 129,589.00	137	43071
LYNCHBURG	\$ 2,237,751.00	\$ 2,229,306.00	\$ 8,445.00	\$ 2,237,751.00	115	43071
MANASSAS	\$ 1,483,599.00	\$ 1,477,473.00	\$ 6,126.00	\$ 1,483,599.00	143	43071
MANASSAS PARK	\$ 573,681.00	\$ 571,224.00	\$ 2,457.00	\$ 573,681.00	144	43071
MARTINSVILLE	\$ 548,072.00	\$ 546,164.00	\$ 1,908.00	\$ 548,072.00	116	43071
NEWPORT NEWS	\$ 6,113,925.00	\$ 6,090,052.00	\$ 23,873.00	\$ 6,113,925.00	117	43071

NORFOLK	\$ 7,169,371.00	\$ 7,142,155.00	\$ 27,216.00	\$ 7,169,371.00	118	43071
NORTON	\$ 172,694.00	\$ 172,080.00	\$ 614.00	\$ 172,694.00	119	43071
PETERSBURG	\$ 1,131,446.00	\$ 1,127,412.00	\$ 4,034.00	\$ 1,131,446.00	120	43071
POQUOSON	\$ 390,491.00	\$ 388,950.00	\$ 1,541.00	\$ 390,491.00	142	43071
PORTSMOUTH	\$ 3,513,856.00	\$ 3,501,224.00	\$ 12,632.00	\$ 3,513,856.00	121	43071
RADFORD	\$ 356,196.00	\$ 354,952.00	\$ 1,244.00	\$ 356,196.00	122	43071
RICHMOND CITY	\$ 5,874,412.00	\$ 5,851,694.00	\$ 22,718.00	\$ 5,874,412.00	123	43071
ROANOKE CITY	\$ 3,446,246.00	\$ 3,433,594.00	\$ 12,652.00	\$ 3,446,246.00	124	43071
SALEM	\$ 731,462.00	\$ 728,756.00	\$ 2,706.00	\$ 731,462.00	139	43071
STAUNTON	\$ 685,736.00	\$ 683,191.00	\$ 2,545.00	\$ 685,736.00	126	43071
SUFFOLK	\$ 2,950,346.00	\$ 2,937,960.00	\$ 12,386.00	\$ 2,950,346.00	127	43071
VIRGINIA BEACH	\$ 14,531,816.00	\$ 14,477,912.00	\$ 53,904.00	\$ 14,531,816.00	128	43071
WAYNESBORO	\$ 643,199.00	\$ 640,468.00	\$ 2,731.00	\$ 643,199.00	130	43071
WILLIAMSBURG/JAMES CITY	\$ 2,021,465.00	\$ 2,012,416.00	\$ 9,049.00	\$ 2,021,465.00	131	43071
WINCHESTER	\$ 934,955.00	\$ 931,482.00	\$ 3,473.00	\$ 934,955.00	132	43071
TOWNS						
COLONIAL BEACH	\$ 123,400.00	\$ 122,943.00	\$ 457.00	\$ 123,400.00	202	43071
WEST POINT	\$ 147,422.00	\$ 146,923.00	\$ 499.00	\$ 147,422.00	207	43071
SOP						
KINGS DAUGHTERS	\$	\$	\$	\$	564	43071
MCV	\$ 5,147.00	\$ 5,135.00	\$ 12.00	\$ 5,147.00	123	43075
<i>Richmond City as fiscal agent</i>						
UVA	\$ 2,223.00	\$ 2,222.00	\$ 1.00	\$ 2,223.00	879	43071
DEPT. OF CORRECTIONS	\$ 106,985.00	\$ 106,911.00	\$ 74.00	\$ 106,985.00	930	43071
DEPT. OF JUVENILE JUSTICE	\$ 186,829.00	\$ 186,717.00	\$ 112.00	\$ 186,829.00	917	43071
CENTRAL STATE	\$ 3,117.00	\$ 3,117.00	\$	\$ 3,117.00	920	43071
EASTERN STATE	\$ -	\$ -	\$ -	\$ -	131	43075
<i>Williamsburg as fiscal agent</i>						
SW VA MENTAL HEALTH INST.	\$ -	\$ -	\$ -	\$ -	102	43075
<i>Bristol City as fiscal agent</i>						
WESTERN STATE	\$ 665.00	\$ 664.00	\$ 1.00	\$ 665.00	924	43071
CENTRAL VA TR. CENTER	\$	\$	\$	\$	941	43071
S. SIDE VA TRAINING CENTER	\$ -	\$ -	\$ -	\$ -	943	43071
WOODROW WILSON REHAB	\$ 520.00	\$ 520.00	\$ -	\$ 520.00	947	43071
VA TREATMENT CENTER	\$ 14,548.00	\$ 14,548.00	\$ -	\$ 14,548.00	948	43071
S.EASTERN VA TR. CENTER	\$ 13,134.00	\$ 13,133.00	\$ 1.00	\$ 13,134.00	950	43071
S.WESTERN VA TR. CENTER	\$ -	\$ -	\$ -	\$ -	951	43071
COMMONWEALTH CENTER	\$ 16,662.00	\$ 16,653.00	\$ 9.00	\$ 16,662.00	126	43075
<i>Staunton City as fiscal agent</i>						
STATE TOTAL	\$ 256,418,115.00	\$ 255,405,405.00	\$ 1,012,710.00	\$ 256,418,115.00		

* These SOPs have chosen not to submit an application for 2016-2017.

** The SOP closed in June 2014.



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I –OFFER

Date of Offer	<u>August 23, 2017</u>
Airport/Planning Area	<u>Franklin Municipal-John Beverly Rose Airport</u>
AIP Grant Number	<u>3-51-0017-020-2017</u>
DUNS Number	<u>081759227</u>
TO:	<u>City of Franklin</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, 2017, for a grant of Federal funds for a project at or associated with the Franklin Municipal-John Beverly Rose Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Franklin Municipal-John Beverly Rose Airport (herein called the "Project") consisting of the following:

Extend Taxiway (Construction)

which is more fully described in the Project Application.

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

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

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

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,632,600.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing

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

\$0 for planning

\$1,632,600 airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

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

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 8, 2017, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi 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 agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;

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

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

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

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

20. Ban on Texting 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.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated April 2014, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

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

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

25. Environmental. The environmental approval for this project was issued on October 17, 2013. This project includes the following mitigation measures:

- a. A project-specific erosion and sediment control (ESC) plan must be submitted and approved by Isle of Wight County prior to start of project if the project involves land-disturbing activities of equal to or greater than 10,000 square feet (2,500 square feet or more in the Chesapeake Bay Preservation Area). Depending on local requirements the area of land disturbance requiring an ESC plan may be less. All regulated land-disturbing activities associated with the project, including on and off site access roads, staging areas, borrow areas, stockpiles, and soil intentionally transported from the project must be covered by the project-specific ESC Plan.

- b. A project-specific Stormwater Pollution Prevention Plan (SWPPP) must be developed and sent to Virginia Department of Environmental Quality prior to submission of the registration statement for coverage under the general permit for construction projects involving land-disturbing activities equal to one acre. The SWPPP must address water quality and quantity in accordance with the Virginia Stormwater Management Program Permit Regulations.
- c. The implementation of BMPs will minimize construction impacts. BMPs are defined as a practice, or combination of practices, that are determined to be the most effective means of reducing the amount of pollution generated by non-point sources to a level compatible with water quality goals. The design will include practices to minimize the impact on the surrounding areas. The use of erosion and sedimentation controls will be required throughout the construction period.
- d. All required permits and approved plans for the proposed project must be obtained prior to construction.
- e. Construction contract provisions must contain the provisions of FAA AC 150/5370-10E, Standards for Specifying Construction of Airports item P-156, temporary air, water pollution, soil erosion and siltation control and FAA AC 150/5320-5C, Airport Drainage.

The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

26. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 - 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

- b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
- 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
- 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

27. Project which Contain Paving Work in Excess of \$500,000. The Sponsor agrees to:

- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

28. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and,
- C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

29. Consultant Contract and Cost Analysis. The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.


PART II - ACCEPTANCE

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

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

Executed this 29 day of August, 2017.

City of Franklin

 (Name of Sponsor)


 (Signature of Sponsor's Authorized Official)

By: R. Randy Martin

 (Typed Name of Sponsor's Authorized Official)

Title: City Manager

 (Title of Sponsor's Authorized Official)

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

Dated at Franklin (location) this 29th day of August, 2017
Va.

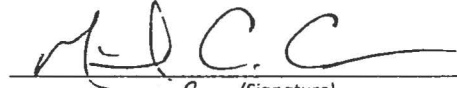
By: H. Taylor Williams

 (Signature of Sponsor's Attorney)

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

MICHAEL C. CARPER

FOR Matthew J. Thys

(Typed Name)

Manager, Washington Airports District
Office

(Title of FAA Official)

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

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

1. General Federal Requirements.

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

FEDERAL LEGISLATION

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

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4,5,6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.¹²
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

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

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
 - ² These laws do not apply to private sponsors.
 - ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
 - ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
 - ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
 - ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.
- 2. Responsibility and Authority of the Sponsor.**
- a. Public Agency Sponsor:

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

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

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

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

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

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

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
- 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
 - a.) 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 City of Franklin, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

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

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

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

39. Competitive Access.

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



FAA Airports

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

Updated: 1/24/2017

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

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

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

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

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 01/24/2017

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

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

AIP 3-51-0017

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Franklin, Virginia

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

56-6001284

*** c. Organizational DUNS:**

81759227

d. Address:

*** Street1:**

P.O. Box 179

Street2:

*** City:**

Franklin

County/Parish:

*** State:**

Virginia

Province:

*** Country:**

United States

*** Zip / Postal Code:**

23851

e. Organizational Unit:

Department Name:

Franklin Municipal Airport

Division Name:

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

Prefix:

Mr.

*** First Name:**

Jimmy

Middle Name:

*** Last Name:**

Gray

Suffix:

Title:

Airport Manager

Organizational Affiliation:

*** Telephone Number:**

757-562-8764

Fax Number:

757-562-7562

*** Email:**

jgray@franklinva.com

Application for Federal Assistance SF-424

16. Congressional Districts Of:

a. Applicant

b. Program/Project

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

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="See Part III"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text"/>

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

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

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

- Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

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

** I AGREE

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

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number:

* Fax Number:

* E-mail:

* Signature of Authorized Representative: 

* Date Signed:

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

* Title

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

15. Descriptive Title of Applicant's Project:

Partial Parallel Taxiway to Runway 27 (Construction)

Attach supporting documents as specified in agency instructions.

Add Attachment

Delete Attachment

View Attachment

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.

Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)? Yes No

Item 2.

Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later? Yes No N/A

Item 3.

Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events. Yes No N/A

Item 4.

Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s). Yes No N/A

Item 5.

Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. Yes No N/A

The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? Yes No

The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.

Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? Yes No N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

De Minimis rate of 10% as permitted by 2 CFR § 200.414.

Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency)
on _____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

Airspace zoning / local ordinances

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

None

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

None

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

Yes

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

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

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

n/a

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

n/a

PART II – SECTION C (Continued)

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

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

All areas to be impacted by this project are on Airport property

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

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

n/a

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

n/a

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III- BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL	
1. Federal Domestic Assistance Catalog Number:	20-106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B - CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration Expense			6,938.00
2. Preliminary Expense			-
3. Land, structures, right-of-way			-
4. Architectural engineering basic fees			186,746.00
5. Other Architectural engineering fees			77,720.00
6. Project inspection fees			93,396.00
7. Land development			-
8. Relocation Expenses			-
9. Relocation payments to Individuals and Businesses			-
10. Demolition and removal			-
11. Construction and project improvement			1,449,200.00
12. Equipment			-
13. Miscellaneous			-
14. Subtotal (Lines 1 through 13)			1,814,000.00
15. Estimated Income (if applicable)			-
16. Net Project Amount (Line 14 minus 15)			1,814,000.00
17. Less: Ineligible Exclusions (Section C, line 23 g.)			-
18. Subtotal (Lines 16 through 17)			1,814,000.00
19. Federal Share requested of Line 18	90%		1,632,600.00
20. Grantee share			36,280.00
21. Other shares			145,120.00
22. Total Project (Lines 19, 20, & 21)			1,814,000.00

SECTION C - EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	\$ -

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24 Grantee Share - Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain): Sponsor Match 2%	36,280.00
h. TOTAL – Grantee share	36,280.00
25 Other Shares	
a. State 8%	145,120.00
b. Other	
c. TOTAL - Other Shares	145,120.00
26 TOTAL NON-FEDERAL FINANCING	181,400.00

SECTION E - REMARKS
(Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Partial Parallel Taxiway to Runway 27 - Construction

AIRPORT: Franklin Municipal Airport

1. Objective:

1,000 foot extension of the parallel taxiway to give FKN a full parallel taxiway.

2. Benefits Anticipated:

Eliminate the need for back taxi on Runway 27. Increased safety for airport users.

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

During the site design a high water table was identified and the site was designed with this in mind. Strip drains, under drains and surface ditching will be constructed to move water away from the pavement system. Grades for the new taxiway were set to meet standard while minimizing the amount of borrow required.

4. Geographic Location:

Franklin Municipal Airport

5. If Applicable, Provide Additional Information:

FONSI approved 10/17/13

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

Mr. Jimmy Gray
Airport Manager
jgray@franklinva.com

P.O. Box 179
Franklin, VA 23851
757-562-8764

PROJECT COST SUMMARY

Partial Parallel Taxiway Extension (Construction)
Franklin Municipal Airport

July 17, 2017

FAA Reimbursement No.: application
DOAV Reimbursement No.: application

AIP Project No.: 3-51-0017-pending
DOAV Prpject No.: CF0017-pending
TBI Project No.: 2501-1701

GRANT AMOUNT
3-51-0017-pending
CF0017-pending

DESCRIPTION	BUDGET COST	FAA 90%	DOAV 8%	LOCAL 2%	FAA	DOAV	LOCAL
ADMINISTRATION EXPENSE							
Independent Fee Review	\$ 3,500.00	90%	8%	2%	\$ 3,150.00	\$ 280.00	\$ 70.00
Sponsor Administrative	\$ 3,438.00	90%	8%	2%	\$ 3,094.20	\$ 275.04	\$ 68.76
SUBTOTAL	\$ 6,938.00				\$ 6,244.20	\$ 555.04	\$ 138.76
ENGINEERING BASIC SERVICES							
Preliminary	\$ 14,864.30	90%	8%	2%	\$ 13,377.87	\$ 1,189.14	\$ 297.29
Construction Administration	\$ 149,917.30	90%	8%	2%	\$ 134,925.57	\$ 11,993.38	\$ 2,998.35
Fixed Fee - RPR	\$ 13,964.40	90%	8%	2%	\$ 12,567.96	\$ 1,117.15	\$ 279.29
Assumption of Risk	\$ 8,000.00	90%	8%	2%	\$ 7,200.00	\$ 640.00	\$ 160.00
SUBTOTAL	\$ 186,746.00				\$ 168,071.40	\$ 14,939.68	\$ 3,734.92
OTHER ENGINEERING SERVICES							
Geotechnical	\$ 63,012.00	90%	8%	2%	\$ 56,710.80	\$ 5,040.96	\$ 1,260.24
Survey	\$ 14,708.00	90%	8%	2%	\$ 13,237.20	\$ 1,176.64	\$ 294.16
SUBTOTAL	\$ 77,720.00				\$ 69,948.00	\$ 6,217.60	\$ 1,554.40
PROJECT INSPECTION FEES							
Resident Project Representative	\$ 93,396.00	90%	8%	2%	\$ 84,056.40	\$ 7,471.68	\$ 1,867.92
SUBTOTAL	\$ 93,396.00				\$ 84,056.40	\$ 7,471.68	\$ 1,867.92
CONSTRUCTION AND PROJECT IMPROVEMENT COSTS							
Construction	\$1,449,200.00	90%	8%	2%	\$1,304,280.00	\$ 115,936.00	\$ 28,984.00
SUBTOTAL	\$1,449,200.00				\$1,304,280.00	\$ 115,936.00	\$ 28,984.00
TOTAL	\$1,814,000.00				\$1,632,600.00	\$ 145,120.00	\$ 36,280.00

OLD/NEW BUSINESS

- A. Courthouse Writ of Election Voter Education Presentation – Mike Johnson, County Administrator**
- B. City Manager’s Report**
 - 1. Verizon Wireless Service Update**



September 6, 2017

To: Mayor & Council Members
From: R. Randy Martin, City Manager
Subject: Courthouse Writ of Election Voter Education Presentation

As announced at several recent Council meetings, Southampton County Administrator Mike Johnson will attend Monday's meeting to make a presentation to Council on the upcoming Courthouse project question which will be put to county and city voters on the ballot for the November 7th election. A copy of a voter education brochure was distributed to Council at the August 28th meeting.

County Administrator Johnson is in the process of making a presentation to all the Town and City Councils throughout the County. A series of public meetings have also been scheduled around the County preceding the election aimed at enhancing public awareness about the project and the writ of election. The public meeting for the Franklin area is scheduled for Tuesday, October 17, 2017 at the Paul D. Camp Community College Workforce Development Center at 100 North College Drive, Franklin, VA 23851 beginning at 6:00 p.m. in the Technology Theater.

What are the reasons for the writ of election?

In response to concerns expressed by the Southampton Circuit Court at a meeting on November 3, 2015, the Board of Supervisors commissioned a Courthouse Needs Assessment by PMA Architecture which was completed in February 2016.

The Assessment concluded that the cost of renovating the existing facility to meet the long term needs of the Courts was relatively comparable to constructing a totally new facility on a new site.

Considering that the County is faced with a multi-million dollar capital cost under either scenario, it begs the question of which is the more prudent approach—renovating the existing facility or constructing a totally new Courthouse.

If a *county* plans to construct a courthouse at a new location which is *not adjacent to the existing courthouse*, the Code of Virginia §§ 15.2-1644 and 15.2-1646 requires citizen approval through a referendum.

In cases where a courthouse is shared with a city (such as City of Franklin and Southampton County), votes of city voters are treated equally. Once an election has been held on the question of removal of the Courthouse, no other such election may be held within ten (10) years.

For more information, please contact

Mike Johnson

Southampton County Administrator

mjohnson@southamptoncounty.org

(757) 653-3015

Courthouse

WRIT OF ELECTION

Voter Education Brochure

What is the actual ballot question?

The ballot question is specifically prescribed by Section 15.2-1652 of the Code of Virginia:

§ 15.2-1652. Form of ballots for county election on removal and appropriation; certificate of electoral board.

The ballots used in the election required by § 15.2-1644 *shall be* as follows:

"Shall the courthouse be removed to 30100 Camp Parkway, Courtland, VA, and shall the Board of Supervisors be permitted to spend \$26.5 million therefor?"

Yes

No"

What are the deficiencies of the current courthouse?

- No secure parking for Judges or staff.
- No secure interior circulation system for Judges or staff—Judges and staff utilize the same entrances, lobbies, and corridors as the general public.
- Grossly undersized security screening area.
- No CCTV with cameras to monitor pedestrian movements inside and outside the building.
- No intrusion detection system to monitor exterior doors or 1st floor windows.
- No interior or exterior access control system.
- No public address system.
- No emergency generator to provide for orderly shut-down in the event of power loss.
- No fire protection system.
- Egress stairs and corridors in the 1960's addition do not meet codes for emergency evacuation.
- HVAC equipment is 20+ years old, near the end of its useful life and susceptible to breakdowns.
- HVAC controls struggle to constantly maintain a comfortable interior climate, resulting in chronic high humidity and formation of black mold.
- HVAC piping (2-pipe system) requires a manual conversion from heating to cooling that takes ~24 hours.
- Electrical system and boiler located in the basement and prone subject to periodic flooding.
- Building is located in the 100-year floodplain and requires the purchase of annual flood insurance.
- Facility does not fully comply with the Americans with Disabilities Act.
- While currently encapsulated, the existing building still contains some asbestos-containing materials (ACM's).
- Courtrooms lack modern technology.
- Based upon current caseloads, space needs over the next 20 years are anticipated to be approximately 35% more than the space currently occupied by the court functions for Southampton County and the City of Franklin.
 - Current facility in Courtland = ~23,000 s.f., not including the basement
 - Current facility in Franklin = ~9,000 s.f.
 - Future space needs = ~44,000 s.f.

What efficiencies will be gained with a new facility?

- Large site, relatively unconstrained, with more than adequate space for onsite parking and future growth and expansion.
- New site is located entirely outside of the floodplain, mitigating the risk of future flooding of the lower levels of the courthouse and eliminating the need for annual purchase of flood insurance
- New Courts building with modern security features and technological improvements incorporated throughout. Provides an efficient layout affording optimal circulation patterns to effectively separate Judges and Court personnel, in-custody defendants and the general public.

Regardless of the referendum outcome, it is important to note that **approval of the final plan** is ultimately up to the judges. The cost is largely driven by square footage that will:

- Adequately and safely house three (3) courtrooms, the clerks of court for both the City of Franklin and Southampton County
- Provide secure parking for court staff
- Ensure secure transport of inmates
- Incorporate mandated ADA accommodations
- Provide secured public entrances
- Include new technology
- Accommodate future growth over the next 20 years



What does a yes vote mean?

“Yes” means that a new Courthouse, consisting of approximately 44,800 square feet will be constructed on a new site at 30100 Camp Parkway, Courtland. The new site, currently under option by the Board of Supervisors, consists of approximately 59.4 acres and is situated approximately 4.8 miles east of the existing Courthouse. The site is located 0.2 miles east of the Virginia State Police Headquarters on the south side of Camp Parkway.

If the referendum passes, the Board of Supervisors will exercise its option to purchase this property for a lump sum of \$145,000 and construct the new Courthouse thereon. The new Courthouse will be designed with three (3) Courtrooms allowing for separation of the current combined General District and Juvenile and Domestic Relations Courts and facilitating the sharing of both lower courts by the City and County. The total capital cost, including acquisition of the property is limited to \$26.5 million.

What does a no vote mean?

“No” means that the existing Courthouse at 22350 Main Street, Courtland will be enlarged and renovated in order to provide adequate space for the Court's long-term needs, install modern security systems, and generally restore the facility to a state of good repair. The project would be the fifth addition/renovation (1920, 1960, 1996, 2000) made to the original 1834 structure.

The planned scope of work for this alternative will require temporary relocation of the Clerk of the Circuit Court and Commonwealth Attorney's offices in mobile units at a site to be determined. Temporary facilities will be constructed onsite to facilitate phased construction and maintain life safety egress. While renovations are ongoing, Court proceedings will be temporarily removed to the Courthouses in Isle of Wight County and the City of Suffolk, as necessary.

Once all the temporary accommodations are in place, the 1960's addition and the colonnade will be demolished to make room for a new 2-story addition consisting of approximately 33,680 square feet. In addition, the remaining 11,800 square feet (including the original 1834 Courthouse and the 1996 addition) will be extensively renovated. The new, renovated facility will include three (3) Courtrooms allowing for separation of the current combined General District and Juvenile and Domestic Relations Courts and facilitating the sharing of both lower courts by the City and County.

Because of the size constraints of the existing site, much of the patron parking for the new facility will be provided offsite, including 75 spaces on the front lawn of the Southampton County Office Center (formerly occupied by Courtland High School) and 20 additional spaces on the southern periphery of the Office

Cost estimates for the project include:

Site acquisition	\$145,000
Offsite infrastructure (water, sewer, roadwork, natural gas)	\$2,557,000
Site work (onsite)	\$3,956,000
Wetlands Mitigation	\$487,000
New Courts Building	\$13,500,000
Architectural and Engineering Design	\$1,689,000
Surveys and studies (boundary, topo, geotech and archeological)	\$55,000
Testing and inspections	\$200,000
Data and telecommunications	\$270,000
HVAC commissioning	\$50,000
Furnishings and fixtures	\$1,120,000
Moving expenses	\$20,000
Project contingency	\$2,451,000
	<u>\$26,500,000</u>

Center parking lot near the Southampton County Health Department. The walking distance for pedestrians parking in these parking lots ranges from 550 to 1,200 linear feet to the front door of the renovated facility.

The total capital cost for this option is estimated at \$26,227,000.

Cost estimates for this alternative include:

Offsite temporary facilities for Circuit Court Clerk's and Commonwealth Attorney's offices	\$1,360,000
Onsite temporary facilities to facilitate phased construction	\$500,000
Site work (onsite)	\$2,567,000
Floodwall (onsite)	\$250,000
Site Work (offsite parking)	\$475,000
Old building demolition/new addition construction	\$12,453,000
Renovation of remaining portions of old Courthouse	\$2,904,000
Architectural and Engineering Design	\$1,583,000
Surveys and studies (boundary, topo, geotech)	\$60,000
Testing and inspections	\$187,000
Data and telecommunications	\$308,000
HVAC commissioning	\$50,000
Furnishings and fixtures	\$1,140,000
Project contingency	\$2,390,000
	<u>\$26,227,000</u>



September 6, 2017

To: Mayor & Council Members

From: R. Randy Martin, City Manager

Subject: City Manager's Report for September 11, 2017 Agenda

1) Verizon Wireless Service Update

Mayor Rabil and I met with Verizon Wireless representatives on Friday, September 1st to discuss concerns with service levels in and around Franklin. The meeting resulted from the Mayor's previous contacts with Verizon officials about the overall dissatisfaction with the level of service in the community.

Verizon officials responded with a thorough review of the challenges and rapidly changing landscape in the wireless environment that was helpful in enhancing our degree of understanding in this complicated technology, but most importantly, they shared an update on the company's plans and efforts to address the many customer concerns expressed. They acknowledged that changes have adversely impacted services particularly the increased load on their system.

They reviewed the impacts of items such as seasonal foliage, the conversion of 3G to 4G and the major change to customer use and demand for more data that is occurring in the industry (e.g. the increased use of Google Maps for directions, etc.). Some of these enhancements have resulted in a "loss" in the level of service particularly in rural areas. Unlimited Plans recently launched have resulted in much higher data usage overall that has had an impact on "voice" type services. These impacts are being felt all over the State of Virginia especially in less urban areas. The encouraging news is that Verizon's budget for 2017 into 2018 has been focused on improvements that will benefit our area and address some of the major problem areas.

Network Assurance Projects underway or planned in and around Franklin include:

- 1) New tower location along the Highway 58 corridor east of Franklin at the Beales Corner location was completed and activated earlier this year.
- 2) Newly constructed tower in Southampton County also along the Highway 58 corridor west of Franklin between Franklin and Courtland is expected to be activated in October, 2017. This location is referred to as the Franklin FM location.
- 3) Newly installed site in Isle of Wight County east of Franklin referred to as the Franklin Airport location is complete and also expected to be activated in October, 2017.
- 4) Newly constructed site in Southampton County, which is referenced as the Sebrell location, is complete and is also expected to be activated in October, 2017. This site is north of Courtland and northwest of Franklin.
- 5) Newly constructed site in Southampton County, which is referenced as the Sedley location is completed and is expected to be activated in November, 2017. This location is north of Franklin's Hunterdale community.
- 6) The newest location currently being installed is on an existing tower in Franklin, referenced as the Sachs Avenue location, and is expected to be activated in December, 2017.

The next planned project timeframe is projected to be 18 – 24 months out and dependent upon available funding. The site is being referred to as the Hunterdale location in Franklin; which is being designed for location on city property off of Fairview Drive adjacent to the YMCA property and rear of the High School. This is the site we have discussed where the city in the months ahead will have the option of electing to construct the location for leasing to Verizon and others, as well as, city use for radio communications. This has been recently identified by Verizon as the preferred site to best improve service in that area of the City.

Prior to our meeting, the Verizon officials were surveying the city, testing service levels throughout. They indicated they found some “surprises” while testing some areas. They will be further investigating potential interference. Not surprisingly, the area around the hospital was identified as a problem spot. They did offer to deploy some temporary help at the hospital and the Village due to the healthcare implications and concentrated senior citizens in the vicinity. This will require a fiber connection, so hospital and Village officials will need to be involved to locate “temporary fix” equipment. This option will be pursued.

Regarding the impact of possible interference, they cited an example of a residential customer in the Clarkesville, Virginia area that had installed a “home booster” that was identified and was interfering with service in a 10 mile radius.

In conclusion, I felt this was a very productive meeting and am sharing this information with the Council and the public to help us all better understand what is happening in the wireless industry that is impacting us all as we become more and more dependent on wireless technology. We also concluded the meeting by discussing what localities and citizens can do to assist Verizon in locating and fixing issues. They encouraged citizens to register complaints by calling Verizon customer service to report problems and especially problem locations. We also talked about the future of 5G service in the area and potential impacts/opportunities/challenges especially regulatory (e.g. zoning regulations) and the electrical utility pole system and potential need for and benefits of a “master access agreement” with providers such as Verizon.

Mayor Rabil may have additional remarks on this meeting and his perspective.

COUNCIL/STAFF REPORTS ON BOARDS & COMMISSIONS