



CROOK COUNTY COURT AGENDA

Wednesday, September 6, 2023 at 9:00 am

Crook County Annex | 320 NE Court St. | Prineville OR

Members of the public and media are welcome to attend in person or via Zoom: Phone: 1-253-215-8782; Meeting ID: 954 2612 6858; Passcode: 178149

PUBLIC COMMENT

CONSENT AGENDA

(Consent agenda items are routine matters - e.g. minutes, appropriations orders, contracts, agreements, completion of previously discussed matters and decisions requiring Court ratification which are not expected to generate discussion. Any member of the Court may request removal of an item for separate discussion or vote. All remaining items are approved in a single motion.)

- 1. Approve Minutes**
- 2. Order 2023-43 In the Matter of Appointment to Housing Works**
- 3. Approve amendment no. 1 to subgrant agreement with City of Prineville, for ARPA grant agreement PO-73000-00006939 (Combs Flat Road)**
- 4. Approval of a public engagement process for a potential change of governance structure**

DISCUSSION

- 5. Request for waive or reduction in 20% of the gross alcohol sales and of all deposits required for the rental of Carey Foster Hall.**

Requester: Sheryl Rhoden
Kiwanis Board Member

- 6. Update on Chamber Business/Future Plans/Restructure**

Requester: Kim Molnar
Prineville Crook County Chamber of Commerce & Visitor Center

- 7. Request to approve Fairgrounds lease assignment, Crooked River Model Railroad Club (formerly Ochoco Valley Model Railroad Club)**

Requester: Eric Blaine
Crooked River Model Railroad, LLC

8. Review and adopt County letter response to FS Mill Creek Dry Forest Restoration

Requester: Tim Deboodt

9. FAA Grant Agreement for Runway 15/33

Requester: Kelly Coffelt

10. Approve Runway Engineering and Design contract with Precision Approach

Requester: Kelly Coffelt

ADMINISTRATOR REPORT

COURT MEMBER UPDATES

EXECUTIVE SESSION

- 11. **ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection**
- 12. **ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.**

NOTICE AND DISCLAIMER

The Crook County Court is the governing body of Crook County, Oregon, and holds public meetings (generally on the first and third Wednesday of each month) to deliberate upon matters of County concern. As part of its efforts to keep the public apprised of its activities, the Crook County Court has published this PDF file. This files contains the material to be presented before the County Court for its next scheduled regular meeting.

Please note that while County staff members make a dedicated effort to keep this file up to date, documents and content may be added, removed, or changed between when this file is posted online and when the County Court meeting is held. The material contained herein may be changed at any time, with or without notice.

CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, OR FOR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION.

Please also note that this file does not contain any material scheduled to be discussed at an executive session, or material the access to which may be restricted under the terms of Oregon law.

If you are interested in obtaining additional copies of any of the documents contained herein, they may be obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website or at the County Administration office at 203 NE Court Street, in Prineville.

Additional items may be discussed that arise too late to be included as a part of this notice. For information about adding agenda items, please contact the County Administration office at 447-6555. Assistance to handicapped individuals is provided with advance notice.

Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 08/31/2023 at 2:54 PM

**CROOK COUNTY COURT MINUTES
OF MAY 31, 2023 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on May 31, 2023, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Sarah Puerner; Assistant Finance Director Christina Haron; Budget Analyst Jamie Berger; HR Generalist Amy Albert; Director Kim Barber; Sheriff John Gautney; Commander Bill Elliott; Chief Administrative Deputy Stephanie Wilson; Assessor Jon Soliz; Director Sarah Beeler; Fairgrounds Manager Casey Daly; Director Katie Plumb; Youth Liaison Ana Jacuinde Caballero; Youth Liaison Cecily Cooper; Manager Kim Herber; Natural Resources Policy Coordinator Tim Deboodt; Manager Levi Roberts; Tax Collector Stacy Bernard; Road Superintendent James Staniford; Director Will VanVactor; Building Official Randy Davis; Andy Parks; Kelly Coffelt; Mike Warren; Monty Kruz and Scott Cooper.

WORK SESSION

The meeting was **called to order at 9:00 a.m.**

Agenda item #1, Public Comment: None

Agenda item #2, Auction to be held for tax-foreclosed properties:

Requester: Stacy Bernard

Details: Stacy Bernard attended the work session to discuss an auction to be held for tax-foreclosed properties. Crook County has three properties that are tax-foreclosed properties. Legal Counsel Eric Blaine suggested that the County has a process in place before moving forward with these properties. Minimum bids were provided by Mike Warren of Crook County Properties.

Agenda item #3, No littering road sign policy, court order:

Requester: James Staniford

Details: James Staniford attended the work session to discuss a no littering road sign policy with the Court. Mr. Staniford wanted to bring this item to the Court for any insight as he wasn't sure if there was a current policy in order. The Court decided to not pursue this policy at this time but may reconsider it in the future.

Agenda item #4, Tuition Reimbursement Policy:

Requester: Andy Parks

Details: Andy Parks attended the work session to discuss a tuition reimbursement policy with the Court. The County encourages employees to seek continued education and

training to expand their knowledge base and acquire new skill sets, thereby enhancing their subject-matter expertise and value to the County. Tuition reimbursement would be considered on a case-by-case basis. This item will be placed on the June 7th consent agenda for approval.

Agenda item #5, Community Development Activity:

Requester: Will VanVactor/Randy Davis

Details: Director Will VanVactor and Building Official Randy Davis attended the work session to provide the Court with a Community Development update. There are several commercial projects in Crook County and the Planning Department has seen a slight increase in permits for the month of April as well as applications for Agri-tourism. The Operations Manager is retiring at the end of the month so the department will work on finding a replacement. In addition, the department now has Sanitarian that is fully licensed by the State.

Agenda item #6, Airport Non-Commercial Lease Policy:

Requester: John Eisler

Details: Legal Counsel John Eisler discussed with the Court an Airport Non-Commercial Lease Policy. The County has created a lease policy which will apply to all new non-commercial airport leases. This policy can be updated as needed and can update the terms and conditions to which the lessees will be held. One of the main changes with this new lease policy as well as all future leases is that rent will include the lease premises as well as an "Impact Area" which covers all setbacks from the hangars and goes to the centerline of the taxiways.

Agenda item #7, Renewal of discretionary workers compensation insurance coverage:

Requester: Eric Blaine

Details: Legal Counsel Eric Blaine discussed a renewal of discretionary workers compensation insurance coverage with the Court. The County provides workers compensation insurance coverage for a variety of volunteer roles, and to jail inmates acting on the work crew. WHA Insurance has posed the question of whether these coverages should continue. The Court decided they would like to continue the insurance coverage as it's beneficial for the volunteers as well as any inmates on the work crew.

Agenda item #8, Youth Liaison Project Reports:

Requester: Katie Plumb

Details: Health and Human Resources Director Katie Plumb attended the work session to discuss youth liaison project reports. Ana Jacuinde Caballero and Cecily Cooper are Seniors at Crook County High School who also work for the County as Youth Liaisons at the Health Department. Youth Liaisons provide valuable insight and expertise when planning and implementing prevention and health promotion activities that affect young people. Ana and Cecily shared with the Court about their experiences and what they have accomplished this year.

Agenda item #9, Staff member introduction:

Requester: Katie Plumb

Details: Health and Human Services Director Katie Plumb attended the work session to

introduce a new staff member. Angela Pomerleau is the new Veteran Service Lead, and she started with the county on May 17, 2023. She is working through training and shadowing and will start to role out office hours soon.

Agenda item #10, Wage adjustment recommendation for elected officials from Compensation Committee:

Requester: Kim Barber

Details: Director Kim Barber attended the work session to discuss the wage adjustment recommendation for elected officials from the Compensation Committee. Each Oregon county is required to have a compensation board to review and recommend compensation for elected officials. Crook County has a Compensation Committee made up of three members who met, reviewed, and provided a recommendation for each elected position. This item will be placed on the consent agenda for June 7th.

Agenda item #11, Purchase of surplus airport property by the County:

Requester: Andy Parks

Details: Andy Parks attended the work session to discuss the purchase of surplus airport property by the County. The Airport Master Plan shows the property owned by the County Airport south of Highway 126 as unnecessary for airport purposes. This property is approximately 80 acres. The FAA has indicated that the land is surplus and may be sold. The fiscal year 2023 budget includes \$2.5 million from the County Capital Asset Reserve fund paid to the Airport Fund consistent with grant assurances to release the property from any potential encumbrances by the FAA. The land then may be sold by the County for other purposes or retained by the County for other County operations. This item will move forward and be acted on before the end of the fiscal year.

Agenda item #12, Personnel policies; 1/2 step increase; use of vacation:

Requester: Andy Parks

Details: Andy Parks attended the work session to discuss personnel policies, 1/2 step increase, and use of vacation with the Court. Mr. Parks recommended updating the tuition policy, eliminating the use of the 1/2 step pay adjustments, and eliminating the requirement to work six months after hiring to use earned vacation time. The tuition policy clarifies the existing policy, establishing maximums and reimbursement should employees leave prior to satisfying retention requirements.

Agenda item #13, COLA wage adjustment July 1, 2023:

Requester: Andy Parks

Details: Andy Parks attended the work session to discuss a COLA wage adjustment with the Court. Mr. Parks explained that this was an annual COLA wage adjustment for non-represented and Road Department employees. Each year, the County Court adjusts the pay schedules effective July 1. This year the County Court adopted a goal to keep compensation levels current with present inflation trends within available resources where possible. The approved budget includes an estimated five percent (5.0%) inflation rate (COLA) for wages. The actual inflation rate as measured by the CPI-U as of the end of April 2023 was 4.91%.

Agenda item #14, Consider professional services agreement with Vance Jacobson for comprehensive compensation study update:

Requester: Kim Barber

Details: Director Kim Barber attended the work session to discuss consideration of a professional services agreement with Vance Jacobson for a comprehensive compensation study. The County last reviewed and updated its compensation schedule and plan in 2018. Since then, there have been a significant number of changes within the compensation schedule, annual cost of living adjustments, and changes in the labor market such as accelerated inflation and an increase in employee turnover. Updating the compensation plan will help recruit and retain capable staff. The proposed scope and fee of approximately \$28,600 is within the fiscal year 2023 and fiscal year 2024 budgeted amounts.

At 10:15 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations; ORS 192.660(2)(a) To consider the employment of a public officer, employee, staff member or individual agent; ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

EXECUTIVE SESSION

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

There being no further business before the Court, the meeting was **adjourned at 11:02 a.m.**

Respectfully submitted,

Sarah Puerner



AGENDA ITEM REQUEST

Date:

08/22/2023

Meeting date desired:

09/06/2023

Subject:

Nomination of Michelle Jonas to Housing Works Crook County Board Seat

Background and policy implications:

Housing Works is the Regional Housing Authority for the Central Oregon Counties. Housing Works is governed by a ten-member Board of Commissioners with three members being appointed by each of the three counties and one resident member appointed at large by the Board from Housing Works program participants. The Housing Works Board members appointed by Crook County would represent interests of the County with regard to the administration of the Regional Housing Choice Voucher program as well as the development of affordable housing developments within the Housing Works service area.

Budget/fiscal impacts:

There are no budget or fiscal impacts related to this action

Requested by:

David Brandt, Housing Works Executive Director - 541-323-7405 -
dbrandt@housing-works.org

Presenters:

No presenters

Legal review (only if requested):

N/A

Elected official sponsor (if applicable):

N/A

IN THE COUNTY COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

**IN THE MATTER OF THE
APPOINTMENT TO HOUSING WORKS**

ORDER 2023-43

WHEREAS, volunteers are essential to the operation of the county government; and

WHEREAS, the Court has carefully considered the skills and talents of the applicants and the needs of the boards which has a vacancy requiring appointments, and based upon recommendation of Boards and Committees:

NOW, THEREFORE, it is hereby **ORDERED** that that the Crook County Court makes the following appointment to Housing Works:

Board	Appointee	Term	Oath required
Housing Works Position #2	Michelle Jonas	4 Year Term Expiring: 6/30/2027	Yes

DATED this 6th day of September 2023

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner



Michelle Jonas, Principal

1200 SE Lynn Blvd
Prineville, OR 97754
(541) 447-1268
pioneer.crookcountyschools.org

August 9th, 2023

Dear Mr. Brandt,

I am writing to express my interest in joining the Board of Commissioners for Housing Works. As an experienced educator I have seen firsthand the profound impact of housing instability on students and communities. It is my commitment to ensuring that basic needs are met for my students and the broader community that drives my passion for this cause.

Throughout my career in education, I have served in leadership roles that have provided me with valuable insights into the challenge's individuals face when they lack stable housing. As a member of the Crook County Kids Club Board for six years and my current position on the board of directors for the Oregon Association of Secondary School Administrators (OASSA), I have worked to create better opportunities and support systems for the youth in our region.

For the past decade, I have served as the Principal of Crook County High School, and I am in the process of transitioning to the role of Principal at Pioneer Alternative School. This role has shown the diverse needs within our community, particularly those related to housing security. The mission of Housing Works deeply resonates with me, as I believe that stable housing is a fundamental right that paves the way for individuals to thrive in all aspects of their lives. I am excited about the possibility of contributing my extensive experience in education, community engagement, and board service to further the goals of Housing Works.

Thank you for considering my application. You can reach me at 541-447-1268 if you have any questions.

Sincerely,

Michelle Jonas

AGENDA ITEM REQUEST



Date:

August 28, 2023

Meeting date desired:

September 6, 2023

Subject:

First amendment to ARPA funds sub-grant with City of Prineville.

Background and policy implications:

The City of Prineville was in negotiations with ODOT for grant funds to complete certain improvements on Combs Flat Road, when ODOT announced that they would not give the funds to the City – instead, they would only provide the grant funds to a county. Crook County agreed to accept the funds, and to pass along all \$9.4 million to the City.

ODOT recently distributed an amendment to the County grant agreement, which in brief removed the obligation to meet certain auditing requirements.

The attached amendment to the Subgrant between the County and City would incorporate the terms of that County/State amendment, out of abundance of caution.

Budget/fiscal impacts: *N/A*

Requested by:

Eric Blaine, County Counsel

Eric.Blaine@CrookCountyOR.gov, 541-416-3919

Presenters:

N/A – Consent Agenda

Legal review (only if requested):

Legal drafted the amendment, and it has already been signed by the City.

Elected official sponsor (if applicable): *N/A*

**RESOLUTION NO. 1576
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING FIRST AMENDMENT TO SUBGRANT AGREEMENT
WITH CROOK COUNTY FOR CORONAVIRUS STATE FISCAL RECOVERY FUND
GRANT AGREEMENT NO. PO-73000-00006939**

Whereas, on September 13, 2022, the City of Prineville (“City”) and Crook County (“County”) entered into a Sub-Grant Agreement, which provided the City a grant of \$9,400,000.00 for the Combs Flat Road Extension Project as a result of the Coronavirus State Fiscal Recovery Fund (“Fund”).

Whereas, a Sub-Grant Agreement was required because the Fund had to be distributed to an Oregon County rather than a municipality.


Whereas, The Oregon Department of Transportation has distributed to the County an Amendment to the original Grant Agreement No. PO073000-00006939 which amends the audit requirements.

Whereas, Crook has prepared a First Amendment to Sub-Grant Agreement, attached hereto and incorporated herein.

Whereas, City staff believes it is in the best interest of the City to approve and execute the First Amendment to Sub-Grant Agreement.

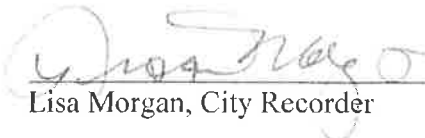
NOW, THEREFORE, the City of Prineville resolves that the First Amendment to Sub-Grant Agreement is hereby approved and that the City Manager is authorized to sign such Amendment to Sub-Grant Agreement on behalf of the City.

Approved by the City Council this 22nd day of August, 2023.



Rodney J. Beebe, Mayor

ATTEST:



Lisa Morgan, City Recorder

FIRST AMENDMENT
To
Sub-Grant Agreement

For Grant Agreement No. PO-73000-00006939 (Combs Flat Road)

This First Amendment modifies that certain Sub-Grant Agreement, by and between the City of Prineville, an Oregon municipal corporation (hereinafter “the City,”) and Crook County, a political subdivision of the State of Oregon (hereinafter “the County.”) Collectively, the City and the County may be referred to as the Parties, or individually as a Party.

RECITALS

- A. WHEREAS, The County and the Oregon Department of Transportation, which is not a party to this First Amendment, executed Grant Agreement No. PO-73000-00006939, whereby ODOT distributed funds to the County under the Coronavirus State Fiscal Recovery Funds program; and
- B. WHEREAS, the Agreement described the obligations of the Parties with regards to the allocation of funds and the completion of improvements to the Combs Flat Road area; and
- C. WHEREAS, the Oregon Department of Transportation has distributed to the County the attached Amendment 1 to Grant Agreement No. PO-73000-00006939, regarding audit requirements and administrative cost allowances.

AGREEMENT

Now, therefore, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, the Parties agree as follows:

- 1. Effective Date: This First Amendment to the Sub-Grant Agreement between the City and the County is effective on the same date that Amendment 1 to Grant Agreement No. PO-73000-00006939 becomes effective, regardless of the date this First Amendment is signed by the Parties.
- 2. Adoption of Recitals: The above Recitals are incorporated into and made of part of this First Amendment, as terms of contract and not mere recitals.
- 3. Incorporation of Terms: The terms and provisions of Amendment 1 to Grant Agreement No. PO-73000-00006939 are incorporated into the Sub-Grant Agreement.

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4. Except as otherwise modified by this First Amendment, the terms of the Sub-Grant Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the Effective Date above.

FOR CITY OF PRINEVILLE

FOR CROOK COUNTY



Signature

Signature
Steve Forrester, City Manager

Print Name and Title

Print Name and Title

August 22, 2023

Date

Date

**STATE OF OREGON
GRANT AGREEMENT NO. PO-73000-00006939**

Amendment No. 1

This is Amendment Number 1 ("Amendment") to Grant Agreement No. PO-73000-00006939 (the "Agreement") between the State of Oregon, acting through its Oregon Department of Transportation ("ODOT" or "State"), and Crook County ("Recipient"), each a "Party" and, together, the "Parties". This Amendment amends the Agreement to delete certain federal subaward requirements pursuant to the U.S. Office of Management and Budget's 2 CFR PART 200, APPENDIX XI COMPLIANCE SUPPLEMENT (MAY 2023) ("OMB 2023 Compliance Supplement").

1. Effective Date. This Amendment shall become effective when fully signed and approved as required by applicable law.

2. Amendments to Agreement:

Exhibit C and the reference thereto on the first page of the Agreement are deleted in their entirety.

Amendments elsewhere in the Agreement: New Language is indicated by **bolding** and underlining and deleted language is indicated by **bolding** and ~~striking~~:

SECTION 6: Covenants of Recipient

Recipient covenants as follows:

C. ~~Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.~~

(1) Pursuant to the OMB 2023 Compliance Supplement, and effective as of July 1, 2022, the category of federal financial assistance from which the Grant is drawn does not give rise to "subrecipient" relationships for purposes of 2 CFR part 200. Accordingly, the Grant is not subject to the audit requirements of 2 CFR part 200, subpart F from and after July 1, 2022. If Recipient receives federal funds in excess of \$750,000 during Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to ODOT a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to ODOT the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

F. Compliance with 2 CFR Part 200. Recipient must comply with all applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, which include Cost Principles, but not and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements, pursuant to the OMB 2023 Compliance Supplement.

P. Administrative Costs. Recipient may use a negotiated indirect cost rate or an approved cost allocation plan to recover administrative costs in administering the grant. If Recipient does not have a negotiated rate or approved cost allocation plan, it is allowable to use the federal de minimis rate of 10%.

3. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. Except as expressly amended above, all other terms and conditions of the original Agreement remain in full force and effect.

5. The parties expressly affirm and ratify the Agreement as herein amended.

6. Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.



STATE OF OREGON
acting by and through its
Department of Department of Transportation

CROOK COUNTY

By: _____
Jeff Flowers
Statewide Investments Management
Section Manager

By: _____
Seth Crawford
Crook County Judge

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Sam Zeigler via email dated 7/13/23
Samuel B. Zeigler, Senior Assistant Attorney General



Agenda Item Request

Date:

August 30, 2023

Meeting date desired:

September 6, 2023

Subject:

Consider approving a public engagement process for a potential change of governance structure from county court to board of commissioners and the roles/time commitment of County Court members. See attached process.

Background and policy implications:

Oregon counties were originally all governed by county courts, that include a judge and two commissioners. During the past one hundred plus years, the Oregon legislature has made changes which have facilitated the transition of county governance to a board of commissioner structure. There remain seven counties in Oregon with a County Court.

Crook County is the largest of these counties that does not have any judicial function, which was transferred to the Circuit Court in 1993. Previous Crook County Courts have discussed changing to a board of commissioners, with one Court passing an order to change at a future date, and a subsequent Court revoking that order before the Court was changed.

If the Court is changed to a board of commissioners, decisions will need to be made relative to whether the chair is elected or not and whether the chair and other commissioners are full or part-time.

Budget/fiscal impacts:

Budget/fiscal implications are pending.

Requested by:

The County Court

Presenters:

Andy Parks, Contract County Administrator

FOR IMMEDIATE RELEASE

Crook County Announces Public Meetings Regarding Proposed Government Structure Changes

Crook County, August 31, 2023 – Crook County is excited to announce a series of upcoming public meetings aimed at engaging and informing the community about potential changes to the County's form of government. Earlier this year the County Court added an administrator position to the organization. The Court is now considering a transition from the county court structure (Full-time Judge and two part-time commissioners) to a board of commissioners' structure (three commissioners) as well as the roles (elected chair or not) and time commitments (full or part time) of the elected court/board members. Any changes related to the elected positions would be effective January 1, 2025. The public's input is being sought before the County Court makes any decisions on these matters.

Engaging the Community:

The purpose of these meetings is to involve the citizens of Crook County in discussions about the proposed changes and to provide a platform for open dialogue. The County Court believes that involving the public in these important decisions is crucial to ensure that the chosen government structure aligns with the needs and desires of the community.

Meeting Details:

Three public meetings have been scheduled during the last two weeks of September. Two of these meetings will be held in the evening, while one will take place during the day. The meeting format is designed to be informative and interactive, with the following elements:

- Introduction of the issue and pending decisions
- Brief presentation outlining the proposed Board of Commissioners with a Commission/Manager structure
- Facilitated open mic session allowing for public comments and questions
- Question and answer session to address any concerns or inquiries
- Brief closing to summarize the meeting's key points

Hard copy materials, including brochures with information on the matter and answers to frequently asked questions, will be available at the door for attendees.

Meeting Schedule:

1. **Date:** September 19, 2023 **Time:** 6:00 PM - 7:30 PM **Location:** Powell Butte
2. **Date:** September 26, 2023 **Time:** 10:00 AM - 11:30 AM **Location:** Meadow Lakes
3. **Date:** September 26, 2023 **Time:** 6:00 PM - 7:30 PM **Location:** St. Charles Medical Center

Court Consideration:

Following these public meetings, the Crook County Court will further deliberate on the proposed government structure changes. The culmination of these discussions will be a public hearing and action items scheduled for the Regular Court Meeting on October 4, 2023.

Crook County encourages all citizens to participate in these meetings, as their input is invaluable to shaping the County's future government structure.

For further information, please contact:

Sarah Puerner Executive Assistant/Communications Officer Email:

sarah.puerner@crookcountyor.gov **Phone:** 541.447.6555

Stay updated on Crook County's developments by visiting our official website

<https://co.crook.or.us>

End



AGENDA ITEM REQUEST

Date:

8-21-2023

Meeting date desired:

9-6-2023

Subject:

Asking for deletion or reduction in 20% of the gross alcohol sales and elimination of all deposits required for the rental of Carey Foster Hall.

Background and policy implications:

Paying 20% of the gross revenue of the alcohol sales as well as the increase in rent and required deposits to the Carey Foster Hall will decrease the amount of money the Kiwanis is able to donate to various Kids programs within Crook County. We have rented this facility for the last 3 years and have never had a problem with alcohol, and always left the facility in the condition we rented it in.

Budget/fiscal impacts:

I am getting the alcohol sales from last year's event. Once I take 20% off that I will have that number. With this and the increase in facility rental and the additional deposits this will lower or net which in return lowers the amount of money that we can use for Kids programs and projects in Crook County. All of the money raised from this event is reinvested right back into the community.

Requested by:

Sheryl L. Rhoden - Kiwanis Board Member and chairman of the event. email is fun.sheryl@yahoo.com phone number is 541-480-8596

Presenters:

Sheryl L. Rhoden - Kiwanis Board Member and chairman of the Kiwanis Casino & Auction Night Fundraiser

Legal review (only if requested):

N/A



Request to place business before the Crook County Court

Important Note: The County Court is the legislative, policy-setting body of Crook County. Matters which come before the Court should as a general rule be those of general concern to Crook County residents and Crook County. Administrative matters which are the purview of individual departments will be placed on the agenda at the request of the Department Head. By completing this form, you are asking to be placed on the agenda.

Deadlines: To appear at a Work Session or Regular County Court Meeting, your request and all documentation must be submitted the Wednesday before the date of the Work Session or Regular County Court Meeting.

Please return this form to Crook County Administration Office via
Email: Sarah.Puerner@crookcountyor.gov or by mail to 300 NE 3rd St., Prineville OR 97754

Your name: Sheryl K. Hedren - Kiwanis of Prineville - Date of Request: 8-2-2023
Email: funsheryl@yahoo.com Phone: 541-480-8596
Address (optional): _____

1. What is the date of the Court meeting you would like to appear at? Sept 6, 2023
2. Describe the matter to be placed before the Court: request to waive or reduce the 20% gross sales of all phone facility rental of Crook Co. Fairgrounds Corey Foster Hall
3. What action are you requesting that the Court take? To approve the request as the Kiwanis of Prineville has given over \$40,000 this year to (kids) projects & etc. in Crook County.
4. What is the cost involved with your request, if applicable? 0
5. Have you asked the County for a fee waiver before? If yes, when? no
6. Please estimate the time required for your presentation.
 5 minutes 10 minutes 15 minutes other _____ minutes
7. Are you (or will you be) represented by legal counsel?
 Yes (please name your attorney) no
 No, I am not currently represented. (Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)
8. If you have a physical disability and require an accommodation, please specify your need:
none

Administrative Section

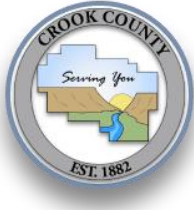
Date Received: _____

Date Reviewed by Court: _____

FY Budget: _____

County Court: Approved/Denied

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

/



Request to place business before the Crook County Court

Important Note: The County Court is the legislative, policy-setting body of Crook County. Matters which come before the Court should as a general rule be those of general concern to Crook County residents and Crook County. Administrative matters which are the purview of individual departments will be placed on the agenda at the request of the Department Head. By completing this form, you are asking to be placed on the agenda.

Deadlines: To appear at a Work Session or Regular County Court Meeting, your request and all documentation must be submitted the Wednesday before the date of the Work Session or Regular County Court Meeting.

Please return this form to Crook County Administration Office via
Email: Sarah.Puerner@crookcountyor.gov or by mail to 300 NE 3rd St., Prineville OR 97754

Your name: _____ Date of Request: _____
Email: _____ Phone: _____
Address (optional): _____

1. What is the date of the Court meeting you would like to appear at? _____
2. Describe the matter to be placed before the Court: _____

3. What action are you requesting that the Court take? _____

4. What is the cost involved with your request, if applicable? _____

5. Have you asked the County for a fee waiver before? If yes, when? _____
6. Please estimate the time required for your presentation.
 5 minutes 10 minutes 15 minutes other _____ minutes
7. Are you (or will you be) represented by legal counsel?
Yes (please name your attorney) _____
No, I am not currently represented. (Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)
8. If you have a physical disability and require an accommodation, please specify your need:

Administrative Section

Date Received: _____

Date Reviewed by Court: _____

FY Budget: _____

County Court: Approved/Denied

AGENDA ITEM REQUEST



Date:

August 29, 2023

Meeting date desired:

September 6, 2023

Subject:

Request by the local model railroad club to approve an assignment of the Fairgrounds lease to a new legal entity.

Background and policy implications:

For many years, the County has leased space on the Fairgrounds for the use by the local model railroad club. The current iteration of the lease was executed in 2017. In 2019, the County approved an assignment of the tenancy from the old club's legal entity, the Ochoco Valley Model Railroad, LLC, to a new entity, the Crooked River Model Railroad Club, LLC.

The attached assignment would again assign the tenancy to a new entity, called the Crooked River Model Railroad, LLC. As their attorney, Mr. Van Voorhees, explains, the club is converting into a 501(c)(4) entity, in the hopes of saving about \$400.00 per year in tax preparation costs.

I have suggested that the club send a representative to the meeting in case the County Court should have any questions.

Budget/fiscal impacts:

Approving the assignment will not alter the underlying lease terms, such as amount of rent, or the duty to pay a fee for utilities.

Requested by:

*Eric Blaine, County Counsel
Eric.Blaine@CrookCountyOR.gov
541-416-3919*

Presenters:

I have suggested that the club send a representative to the meeting in case the County Court should have any questions.

Legal review (only if requested):

Legal has reviewed the draft assignment.

Elected official sponsor (if applicable):

N/A

**ASSIGNMENT OF LEASE BETWEEN CROOK COUNTY FAIR BOARD
AND CROOKED RIVER MODEL RAILROAD CLUB, LLC TO
CROOKED RIVER MODEL RAILROAD, LLC**

Crooked River Model Railroad Club, LLC, herein Assignor, assigns, transfers and conveys to Crooked River Model Railroad, LLC, herein Assignee, all of Assignor's right, title and interest in that certain lease between Crook County Fair Board and the Assignor dated February 23, 2018. The Assignee agrees to assume the position of Assignor under that lease agreement and assume all the obligations of the Assignor thereunder. Each of the parties executing this agreement warrants that they have the authority to do so.

Assignor:
Crooked River Model Railroad Club, LLC

Assignee:
Crooked River Model Railroad, LLC

By: _____
J. C. Van Voorhees,
Authorized Agent

By: _____
J. C. Van Voorhees,
Authorized Agent

Date: _____

Date: _____

Approved:
County Fair Board

Approved:
Crook County Court

By: _____
Gail Merritt, Chair

By: _____
Seth Crawford, Judge
Date: _____

Date: _____

By: _____
Jerry Brummer, Commissioner
Date: _____

By: _____
Brian Barney, Commissioner
Date: _____

1 – ASSIGNMENT OF LEASE BETWEEN CROOK COUNTY FAIR BOARD AND
CROOKED RIVER MODEL RAILROAD CLUB, LLC TO CROOKED RIVER MODEL
RAILROAD, LLC

**ASSIGNMENT OF LEASE BETWEEN CROOK COUNTY FAIR BOARD
AND OCHOCO VALLEY MODEL RAILROAD, LLC TO
CROOKED RIVER MODEL RAILROAD CLUB, LLC**

Ochoco Valley Model Railroad, LLC, herein Assignor, assigns, transfers and conveys to Crooked River Model Railroad Club, LLC, herein Assignee, all of Assignor's right, title and interest in that certain lease between Crook County Fair Board and the Assignor dated February 23, 2018. The Assignee agrees to assume the position of Assignor under that lease agreement and assume all the obligations of the Assignor thereunder. Each of parties executing this agreement warrants that they have the authority to do so.

Assignor:

Ochoco Valley Model Railroad, LLC

By: J. C. Von Vorhes
Signature
J. C. Von Vorhes
Print Name

Title Authorized Agent

Date: 5/16/19

Assignee:

Crooked River Model Railroad Club, LLC

By: J. C. Von Vorhes
Signature
J. C. Von Vorhes
Print Name

Title Authorized Agent

Date: 6/14/19

Approved:

Crook County Fair Board

By: Gail Merritt
Signature
Gail Merritt
Print Name

Title Chair

Date: 4/26/19

Approved:

Crook County Court

Seth Crawford
Signature
Seth Crawford, Judge
Date: May 15, 2019

Jerry Brummer
Signature
Jerry Brummer, Commissioner
Date: May 15, 2019

Brian Barney
Signature
Brian Barney, Commissioner
Date: May 15, 2019

Crook County Official Records 2012-252282
DEED-LS 05/17/12 02:03 PM
Total Fees: \$89.00
\$45.00 \$11.00 \$16.00 \$2.00 \$5.00 \$10.00



I, Deanna Berman, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk's records.

Deanna Berman



EX-107 12 17 2012

SEARCHED

RECORDING COVER SHEET

NAME OF TRANSACTION: Commercial Lease

NAMES OF PARTIES:

Landlord: Crook County Fair Board
1280 South Main Street
Prineville OR 97754

Tenant: Ochoco Valley Railroad, LLC
252 NW Claypool Street
Prineville OR 97754

After recording return to: Van Voorhees Law Offices, LLC
252 NW Claypool Street
Prineville OR 97754

A

COMMERCIAL LEASE

Date: 2/23/2018

Between: Crook County Fair Board ("Landlord")

Address: 1280 South Main St
Prineville OR 97754

And: Ochoco Valley Railroad, LLC

Address: 252 NW Claypool Street ("Tenant")
Prineville, Oregon 97754

RECITALS:

1. The Tenant is a Model Railroad Club and has built and will continue to build a model railroad layout together with work areas, storage areas and an office in a building owned by the Landlord on the Crook County Fairgrounds. These improvements, especially the model railroad layout, are not easily removed and required substantial work by the Tenant to complete. The layout cannot be moved to a new area.

2. The Landlord's building has been substantially improved by the Tenant during its previous lease period as promised including, but not limited to the painting of the exterior of the building, improving the electrical system within the building, insulating and finishing the exterior walls of the building, constructing a ceiling for the building, providing an HVAC system for the building and installing a large operational model railroad layout in the building. The out of pocket expense and donations made for the improvement of the building exceeds \$7,500.00 to date.

3. The Tenant is without substantial funds.

4. Tenant will have difficulty removing its layout, property and equipment and does not wish to invest in improvements to the building unless it will occupy the building it is for a substantial period of time and therefore wishes a long term lease.

5. Landlord agrees that having the model railroad layout operating is a substantial attraction during the Crook County Fair. Tenant represents that there have been approximately 1500 – 2200 people through the building during the fair each year. At the request of the Fair Board, the Tenant has opened and operated the model layout at other times.

6. Landlord and Tenant have had a good working relationship during the prior lease period.

7. The Tenant uses electricity provided by the Landlord. Several other electrical devices are connected to the meter that is connected to the building operated by the Tenant so it is unclear as to the amount of electricity used by the Tenant. Operation of the air conditioning in the building was requested by the Landlord during the 2011 Crook County Fair.

8. The Landlord waived the charge Tenant for electricity during the prior lease period and to the date of this new lease.

9. After the prior lease expired, the Tenant remained in possession of the building under the old lease agreement without any of the penalties provided therein.

Based on the foregoing recitals by the Tenant, Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

The building generally known as the building being

approximately 50 x 24 feet in size located to the West of Carey Foster Hall and to the South and near Lynn Blvd and a reasonable area around the building to allow ingress to and egress from the building as well as access to the exterior of the building.

Section 1 Occupancy

1.1 Original Term. The term of this lease shall commence on execution of this agreement, and continue through September 30, 2017, unless sooner terminated as hereinafter provided. Thereafter unless terminated by notice by one party to the other party on or before March 15 of the year before the lease expires, the lease shall automatically renew on these same terms and conditions for additional periods of two years each.

1.2 Possession. Tenant's right to possession and obligations under this lease shall commence on execution. If Tenant's possession is terminated, then the Landlord will reimburse the Tenant its out of pocket expense and donations made for the improvement of the building.

Section 2 Rent. While this lease is in good standing, there will be no sums paid by the Tenant for rent, but the consideration for the use of the building shall be the contribution by the Tenant to the County Fair activities and the building being open for mutually agreed other activities.

Section 3 Use of the Premises

3.1 Permitted Use. The Premises shall be used for constructing, operating and maintaining a model railroad and related uses and for no other purpose. Tenant may, if it does not interfere with other Fairground uses, park on the paved parking areas adjacent to the building. Tenant will be provided a way of access to the building when it is using the building. Tenant will have the building open to the public each day during the Crook County Fair between at least 10:00 AM and 6:00 PM.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and will correct at Tenant's own expense any failure of compliance if reasonably able to do so, and if not, then the lease shall be terminated by the Tenant with prior written notice to the Landlord.

(2) Refrain from any activity that would make it impossible to insure the Premises against fire and casualty.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of the Crook County Fairgrounds or that would tend to create a nuisance.

(4) Secure the doors entering the building and provide a key to the Manager.

3.3 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and

toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

Section 4 Improvements by the Tenant

4.1 All improvements made by the Tenant shall be made with the prior approval of the Manager, whose approval shall not be unreasonably withheld.

4.2 All improvements requiring permits or inspections by governmental entities shall only be made by the Tenant after obtaining the necessary governmental permits at the Tenant's sole expense and where inspection is required, such inspections shall be made at the sole expense of the Tenant. Even if governmental entities do not require inspection, the Manager, before approving the proposed improvement, may require inspection of the construction and inspection of the completed improvement if such inspection is reasonable and necessary.

4.3 Landlord designates Gail K. Merritt as its agent, herein "Manager," with regard to approval of activities, alterations, improvement and operation of the Premises. Landlord may designate another person as its agent by providing written notice to the Tenant at the address provided herein. Unless otherwise advised in writing, Tenant may rely on decisions of the Manager as those of the Landlord.

Section 5 Repairs and Maintenance

5.1 Landlord's Obligations. Landlord shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvements on the Premises.

5.2 Tenant's Obligations. Tenant, at its expense, shall keep the Premises in as good condition and repair as it now is, reasonable wear and tear excepted. Tenant shall keep its personal property inside the building in as orderly and clean condition as the existing circumstances allow.

5.3 Tenant's Interference with Landlord. In performing any repairs, replacements, alterations, or other work on or around the Premises, Tenant shall not cause unreasonable interference with use of the surrounding fairgrounds by the Landlord.

5.4 Exterior of Building. Tenant shall not store materials on the Premises outside the building without the approval of the Manager. Tenant shall not be required to maintain the Premises outside the building.

Section 6 Alterations

6.1 Alterations Prohibited. Tenant shall make no improvements or substantial alterations on the Premises of any kind without first obtaining the Manager's approval. All alterations and improvements shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes

6.2 Ownership and Removal of Alterations. All improvements and alterations that may be or have been made on the Premises by the Tenant shall remain the property of Tenant when installed and may be removed from the Premises by the Tenant upon termination of this agreement.

Section 7 Fire and Casualty Insurance. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Landlord's insurance will not insure the personal property of the Tenant on the Premises. Tenant may carry insurance insuring the property of Tenant on the Premises against such risks, but shall not be required to insure.

Section 8 Taxes; Utilities

8.1 Property Taxes. Tenant shall pay as due all taxes on its personal property located on the Premises if any taxes are applicable. Landlord shall pay as due all real property taxes, if any, levied against the Premises.

8.2 Payment of Utilities Charges. Tenant shall pay Landlord \$30.00 each month as requested by the Landlord as a contribution to the Landlord's electrical charges. Landlord will provide to Tenant at Tenant's request documentation of the amount of electrical charges attributable to the meter servicing the Tenant's Premises on request. This charge may be reviewed at the option of the Landlord yearly, and Tenant will pay the electrical charges that the Landlord shows are clearly attributable to the use of the Premises by the Tenant.

Section 9 Utilities. Landlord shall provide electricity to the building. There is no sewage connection to the building. Water will not be provided to the building.

Section 10 Liability and Indemnity

10.1 Liens

(1) Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 15% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

10.2 Indemnification. Tenant shall indemnify Landlord from any claim, loss, or liability arising out of or directly related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord likewise shall indemnify the Tenant from any claim, loss, or liability arising out of or related to any activity of the Landlord on the Premises.

Section 11 Quiet Enjoyment

11.1 Landlord's Warranty. Landlord warrants that it has the authority to lease the Premises to the Tenant.

Section 12 Assignment and Subletting. No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. Provided that the Tenant may transfer all or part of its interest to City of Prineville Railway Historical Association, Inc. without permission.

Section 13 Default. The following shall be events of default:

13.1 Default in Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease within 30 days after written notice by Landlord is made to the Tenant specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be reasonably remedied within the 30-day period, this provision shall be complied with if Tenant begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence under all the circumstances and in good faith to effect the remedy as soon as practicable.

13.2 Insolvency. An assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default.

13.3 Abandonment. Failure of Tenant for 30 days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

Section 14 Remedies on Default

14.1 Termination. In the event of a default, the lease may be terminated at the option of either party by written notice to the other. Upon termination Landlord shall be entitled to reenter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender of the premises, provided that the Tenant may have a reasonable time to remove its property and improvements.

Section 15 Surrender at Expiration or Termination

15.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default or under the provisions for termination, Tenant shall deliver all keys to Landlord and surrender the Premises broom clean. Alterations made by Tenant, except those relating to storage, model railroad layouts, work benches and other alterations, if those alterations were agreed to belong to the Tenant at the time of the alteration may be removed by the Tenant within a reasonable time and the Tenant shall be provided reasonable access to remove those improvements. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be accepted, but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender.

15.2 Removal of Personal Property. Upon termination of the lease term, Tenant shall remove all furnishings, furniture, and fixtures that remain its property within a reasonable period of time. Tenant shall be provided reasonable access to do so. If Tenant fails to do so, this shall be an abandonment of that property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was reasonably required. Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove its property, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option

to treat Tenant as a Tenant from month to month, subject to all of the provisions of this lease.

(2) If the Tenant holds over past the date of termination, the tenancy shall be deemed to have terminated as of the date of the original termination and the Tenant expressly waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 16 Miscellaneous

16.1 Non-waiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited postage pre-paid in United States mail as first class and certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

16.3 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.4 Entry for Inspection. Landlord or the Manager shall have the right to enter upon the Premises at any reasonable time with reasonable notice for any reason. Unless there is an emergency, Landlord will contact the Tenant to advise of such entry at least 24 hours in advance of the entry.

16.5 Time of Essence. Time is of the essence of the performance of each of party's obligations under this lease.

16.6 Tenant Agent. The Tenant designates Brad Peterson as its Agent to the Landlord. That Agent shall have the authority to act for the Tenant, and the Landlord shall be able to rely on that Agent as representing the Tenant. The Agent shall be the contact between the Landlord and the Fair Ground Manager and the Tenant. If the Tenant changes its agent it shall notify the Landlord's agent in writing of the change and the contact information for the new agent.

Section 17 Arbitration

17.1 Disputes to Be Arbitrated. If any dispute arises between the parties, either party, after seeking mediation in good faith, may request arbitration, file an arbitration claim with an arbitration service and request an arbitrator be appointed, who will act as arbitrator for the case.

17.2 Procedure for Arbitration. The arbitrator shall proceed according to the Oregon statutes governing court mandated arbitration as if the arbitration had been assigned to the arbitrator by the Crook County Circuit Court, and the award of the arbitrator shall have the effect therein provided. The arbitration shall take place in Crook County. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

Landlord:

Crook County Fair Board

By Gail Merritt
Authorized Agent

Dated 2/23/12

Tenant:

Ochoco Valley Model Railroad, LLC

By J. G. Van Lom
Authorized Agent

Dated 4/5/12

STATE OF OREGON)
County of Crook) ss.

This instrument was acknowledged before me on this 5th day of April, 2012, before me by J. G. Van Lom, Authorized Agent for Crook County Fair Board, O. V. Railroad, LLC



Korin Price
Notary Public for Oregon

STATE OF OREGON)
County of Crook) ss.

This instrument was acknowledged before me on this 4th day of April, 2012, before me by Ken Fahlgren, Authorized Agent for Ochoco Valley Model Railroad, LLC, CROOK COUNTY



Vicky K. Behrend
Notary Public for Oregon

Approved this 4th day of April, 2012.

Crook County Court:

By Mike McCabe
~~Mike McCabe, County Judge~~
KEN FAHLGREN, CROOK COUNTY COMMISSIONER

We agree to the foregoing lease between the Crook County Fair Board and the Ochoco Valley Model Railroad, LLC.

Landlord:

Crook County Fair Board

By Gail Merritt
Authorized Agent

Dated 5/15/12

Tenant:

Ochoco Valley Model Railroad, LLC

By J. C. Van Voorhees
Authorized Agent

Dated 5/15/12

STATE OF OREGON)
) ss.
County of Crook)

This instrument was acknowledged before me on this 15th day of May, 2012, before me by Gail Merritt, Authorized Agent for Crook County Fair Board.



K M P
Notary Public for Oregon

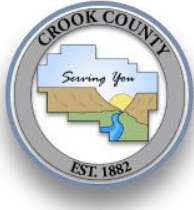
STATE OF OREGON)
) ss.
County of Crook)

This instrument was acknowledged before me on this 15th day of MAY, 2012, before me by J. C. Van Voorhees, Authorized Agent for Ochoco Valley Model Railroad, LLC.



K M P
Notary Public for Oregon

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

/

September XXX, 2023

Jennifer Abernathy, NEPA Planner, Lookout Mountain Ranger District
Ochoco National Forest
3160 NE Third Street
Prineville, OR 97754

Response to Mill Creek Dry Forest Restoration Project # 58081, Draft Environmental Assessment

Crook County thanks you for the opportunity to respond to the Draft Environmental Assessment (EA) for the Mill Creek Dry Forest Restoration project # 58081. Enclosed you will find comments, concerns and general support for Alternative 3 of the draft EA. The Crook County Court is the Board of Commissioners for Crook County, Oregon. In 2017, Crook County adopted its Crook County Natural Resources Policy. The policy, developed with the citizens of Crook County, serves as a guide for the County's interaction with local, state and federal land management agencies in regards to natural resource issues.

In the matter of the Mill Creek Dry Forest Restoration Project, the comments that follow are in support of the adopted Natural Resources Policy. After reviewing the draft EA, Crook County generally supports the selection of Alternative 3 with minor modifications. County recommendations are highlighted in red.

Purpose and need:

Increased resilience to insect, disease, fire and drought

* **Support the 6 points on purpose and need.** Need to manage for healthy forests, reduced catastrophic wildfire risks and impacts of drought (disease and insect impacts on stressed trees), and the need to reverse the conversion of pine to fir dominated stands.

Generally, and particularly during a period of drying and warmer climate, basal area of ponderosa pine stands should be reduced to 40-60 sq. feet of BA/acre to be healthy and resilient. Targeting a 40-60 BA is also representative of historic natural fire regime conditions on dry ponderosa sites. **Ecology and Management of Eastern Oregon Forests. Manual 12, (2018) Pg. 59, table 3.4. Haggmann, R.K., et al. Historical structure and composition of ponderosa pine and mixed-conifer forests in south-central Oregon. Forest Ecol. Manage. (2013). Perpetuating old ponderosa pine. T.E.Kolb et al. Forest Ecology and Management 249(2007) 141-157.** A few large older trees per acre with grass understories likely predominated. This would require removal of most of the other competing species, Douglas and white fir. Selected wildlife habitat areas with thicker escape and resting cover conditions should be specifically provided.

Enhance and restore stream channels and riparian areas

* **No mention of impacts of increased conifer within riparian zones and impacts (competition) with hardwoods, stream shading and bank stability (addressed to some degree in discussion of public scoping).** Increased density of conifer within riparian zones adds to the drying of these habitat types and the instability of the riparian channel, and inhibits growth and recruitment of riparian vegetation, contributing to channel down cutting and widening and therefore riparian degradation.

In relation to grazing (grazing recommendations are not a part of this project) in some stream reaches, particularly meadows, livestock grazing should be analyzed for riparian impacts and appropriate grazing tools/approaches determined in collaboration with the permittees and management strategies implemented either through the annual operating plans or when the Allotment Management Plans are updated.

Supply Timber and Wood Products

* **Agree with this purpose**

Align road maintenance levels with travel management plan

* Generally the County opposes road closures but is willing on a case by case basis to accept minor changes when specific data exists to justify road closures.

General statements about impacts on wildlife and erosion are not considered to be justifiable. Road closures must also be justified in the areas of wildfire fighting, maintenance requirements of grazing permits, recreational access/hunting, and handicap access.

While the County understands this is not a grazing EA, the discussion of grazing impacts (pg 25) within the project area on current conditions express the fact that past grazing played a role in existing condition but fails to state how today's grazing practices (USFS 2010) are required to contribute to improvements in future conditions. The way this paragraph is written, the Forest is saying that grazing was a problem and there is nothing we can do about it which is not true.

Working closely with permittees and others, there are numerous approaches to improve range conditions that can work both for livestock production and land health. Where no satisfactory systems are available to protect land health, suitability for livestock grazing should be considered. Opportunities to make minor changes in grazing can be made through the annual operating plans or when the Allotment Management Plans are updated. Changes should be made only when monitoring data supports them.

Role of prescribed fire and impacts to the community:

The County recognizes the value of prescribed fire as a tool for managing forest vegetation. However the County is concerned that the Forest relies too heavily on prescribed fire for meeting forest management objectives when other tools could accomplish the same outcomes and provide a positive impact to the Community (harvest more board-feet for sale) and reduce the negative impacts (smoke/air quality).

The Forest must coordinate prescribed fire activities with Mill Creek residents and appropriate County and City governments and citizens in order to minimize negative impacts.

The inclusion of thinning and fuels reduction in ALT 3 and 4 for the RHCA's is supported by the County. This must be done in order to meet forest and riparian management objections and desired outcomes.

With the addition of biomass treatment facilities in Prineville, this will enable more economically positive conversion and also improved carbon reduction/utilization. Additionally, there could be markets for smaller Douglas fir depending on timing of contracts, the plan must be able to take advantage of this.

The County supports the Forest in adopting a forest amendment which would allow appropriate and currently accepted ground-based harvest techniques on slopes > 35%. The County believes the Forest is wasting time and energy evaluating helicopter and high-lead logging systems.

These systems are not economically feasible in stands of such low timber volume. Analyzing such systems on the premise that they are available to help achieve forest management goals potentially requires tools that just are not available. Well established, cost effective winch-assist logging and winch-assist cut-to-length systems could be more appropriate for steep slopes and the County encourages the forest to evaluate them. The Forest should do a Forest plan amendment to address this.

The County is surprised to see the mention of Lemon Gulch Trails EA in the document (pg. 25, 33, 226) since this review and no decision notice were issued in April, 2023.

The County acknowledges that there is a significant amount of fir that is dying within the Ochoco National Forest, including the Mill Creek Area. This rapid die-off requires that the Forest act quickly and that its actions cover the greatest amount of area within the scope of approved EA and Decision Notices.

The County supports the scope of Alternative 3 with the allowance of the removal of >21" trees (emphasis on Fir types but not exclude pine if needed to meet stand requirements) and emphasizes the need to adopt current technologies/practices of timber harvest on steep slopes and eliminate analysis of harvest systems that are not viable or economically available at this time. Only 25 trees 21" diameter/acre equates to 60 sq. feet of BA, a reasonable maximum stocking level for most dry pine stands.

The County supports the control of non-native invasive plants and is supportive of actions proposed within the Mill Creek Vegetation Management Plan. The EA emphasizes the role of grazing livestock (pg. 96) as vectors for non-native invasive plants.

The EA fails to mention that wildlife also serve the same role as vectors with seeds or plant parts in hair, hoofs or manure. Monitoring wildlife migration routes and habitats for non-native plant movement followed by implementation of control measures should be emphasized by the Forest. Major emphasis should be place on invasive annual grasses such as Ventenata, Medusahead rye and cheatgrass as these species can contribute greatly to the initiation and spread of wildfire.

Hydrology and Aquatic Species:

The County supports the assumptions of water yield but notices the Equivalent Harvest Area (EHA) assessment (pg. 163) appears to fail to measure or at least state the benefits of additional soil water

infiltration associated with decreasing tree (and tree canopy) density. Improved soil/water infiltration increases soil water volume and movement. The result is increased ground water and soil water contribution to stream flow, resulting in longer periods of stream flow with increased volumes of water.

Mill Creek is a major stream, contributing to storage in Ochoco Reservoir. Flows into and storage of water in this reservoir have been impacted by long term drought and landscape changes above the reservoir. Water storage in Ochoco Reservoir is critical to the economic stability of the County providing water for irrigated agriculture and recreational opportunities (fishing and boating). The increased water storage captured in healthy watersheds can also increase the time period for stream flow during late summer fall?

As noted on pg. 169, Alt 3 does generate the highest EHA index values. The County strongly encourages the Forest to increase long term water yield monitoring as a method to help determine if project outcomes are/have been met.

Range

The County supports the assumptions of forest management proposed in Alt's 2,3 and 4 in regards to the positive responses to understory vegetation including grasses (livestock forage).

The EA fails to mention that increases in forage production will not lead to increases in permitted AUMs. The County assumes that the Forest and the permittees will take advantage of this benefit through the use of existing AUM's and the grazing schedule developed annually to implement the AMP's for each allotment within the planning area. Benefits to the healthy plant communities include reduced risk of invasive plant introduction and productivity and improved benefits to RHCA recovery rates due to improved distribution and timing issues.

Economics

The County appreciates the recognition of this plan on jobs and economic activity in the region. Not only does a sustained yield offering by the Forest support existing jobs, but it also generates interest in forestry careers by the younger generation. This is the pool of individuals that is necessary for future of the industry and the management of our forests, public and private.

It would be good to include the economics of biomass offerings. This is an emerging industry, utilizing a different product that what has been offered in the past from public lands. The City of Prineville is currently studying the opportunities to construct and operate a biomass utilization facility that could be a new addition to Crook County's economic activity. This facility, if constructed will add jobs not only at its location but additional jobs in the woods.

In closing, Crook County thanks you again for the opportunity to comment on the draft EA, Mill Creek Dry Forest Restoration Project. In general, the County supports the selection of Alternative 3 with minor modifications. Our input here includes those suggested modifications for the Final EA and Decision Notice. If you have any questions about our input, please do not hesitate to contact Tim Deboodt, Coordinator, Crook County Natural Resources.

Sincerely,

INSERT SIGNATURE LINE

To submit electronically: <https://cara.fs2c.usda.gov/Public/CommentInput?Project=58081>

DRAFT

AGENDA ITEM REQUEST



Date:

8/31/23

Meeting date desired:

September 6, 2023

Subject:

FAA Grant Agreement for Runway 15/33

Background and policy implications:

Through the FAA's Airport Improvement Program, the County is eligible for grants to improve our Airport, with certain grant requirements. The County applied for this grant with a Project Application this August. This grant is dedicated to the runway engineering and design contract with Precision Approach Engineering (also on this agenda).

Budget/fiscal impacts:

This grant amount is for \$450,000. My understanding is that there is a 9% match of the total cost from the ODA, with the County responsible for the remaining 1%.

Requested by:

Kelly Coffelt

Presenters:

Kelly Coffelt

Legal review (only if requested):

Yes

Elected official sponsor (if applicable):

N/A



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Oregon, Washington

Seattle Airports District
Office:
2200 S 216th St
Des Moines, WA 98198

August 14, 2023

The Honorable Seth Crawford
Judge of Crook County
4585 SW Airport Rd
Prineville, OR 97754-9399

Dear Judge Crawford;

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-41-0051-021-2023 at Prineville Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 11, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

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

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

FAA Contact Information. Vincent Nguyen, (206) 231-4142, vincent.k.nguyen@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,



Warren D. Ferrell
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 14, 2023
Airport/Planning Area	Prineville-Crook County Airport, Oregon
FY2023 AIP Grant Number	3-41-0051-021-2023 (Contract Number: DOT-FA23NM-0086)
Unique Entity Identifier	W2NEWLAM2YM6
TO:	Crook County
	(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 August 11, 2023, for a grant of Federal funds for a project at or associated with the Prineville Airport, which is included as part of this Grant Agreement; and

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

Reconstruct Runway 15/33 (future designation 16/34), including runway widening (phase 1-design); Reconstruct Runway 15/33 lighting system (phase 1-design); Install replacement airfield guidance sign fixtures (phase 1-design); Construct taxiway connectors (A-1 and B-1) (phase 1-design);

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law

116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$450,000.

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;
 \$ 450,000 airport development; and,
 \$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. **Period of Performance:**
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. **Budget Period:**
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
5. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
6. **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.
7. **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 11, 2023, or such subsequent date as may be prescribed in writing by the FAA.
8. **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.

9. **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.
10. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
11. **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.
12. **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, Maximum Obligation.

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.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
14. **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.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project

for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

16. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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

18. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

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 the 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 with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars 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:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or

- ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or

- ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
22. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 2017, 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 Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;

- v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 2. 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.
 3. 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).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

24. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
25. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

26. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
27. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
29. **Grant Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of this grant is based on the Sponsor's certification to carry out the project in accordance **with** policies, standards, and specifications approved by the FAA. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. 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;

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.

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Warren Ferrell

Warren D. Ferrell

Manager, Seattle Airports District Office

Manager, Seattle Airports District Office

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

Part II - Acceptance

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

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

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 28, 2023

Crook County

(Name of Sponsor)

 Seth Crawford (Aug 28, 2023 14:11 PDT)

(Signature of Sponsor's Authorized Official)

By: Seth Crawford

(Typed Name of Sponsor's Authorized Official)

Title: County judge

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oregon. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 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 Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, 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, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.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 - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 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, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, 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 – 16 U.S.C. § 1271, et seq.
- 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. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

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
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

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.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving 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 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

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

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 49 U.S.C. § 44706, 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 under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), 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 49 U.S.C. § 47112. 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 pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

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

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and 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 49 CFR §§ 21.23(b) and 21.23(e), 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 (**Crook County**), 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Department of Transportation (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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment 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, 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 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment 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.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of July 27, 2023.

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 of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

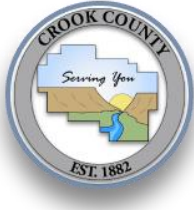
38. Hangar Construction.

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 49 U.S.C. § 47102) 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.

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

/

TASK ORDER NO. 10

RUNWAY 15-33 RECONSTRUCTION AND ASSOCIATED IMPROVEMENTS PHASE I – AGIS SURVEY, DESIGN SURVEY, GEOTECHNICAL, ENGINEERING DESIGN AND BIDDING SERVICES

PRINEVILLE/CROOK COUNTY AIRPORT (S39) AIP Project No. 3-41-0051-021-2023

Included herein is TASK ORDER NO. 10 to the Professional Services Agreement dated October 3, 2018, hereinafter called CONTRACT, between CROOK COUNTY, OREGON, hereinafter called OWNER, and PRECISION APPROACH ENGINEERING, INC., hereinafter called CONSULTANT.

WHEREAS, the OWNER has defined a PROJECT at Prineville Crook County Airport (S39) and wishes to seek the assistance of the CONSULTANT in accordance with Section A of the CONTRACT for the PROJECT listed above, and further defined in attached Exhibit A, Scope of Services for Professional Civil Engineering Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

A. EMPLOYMENT OF CONSULTANT

The OWNER hereby employs the CONSULTANT and the CONSULTANT accepts and agrees to perform the following engineering services to the PROJECT.

1. The OWNER hereby employs the CONSULTANT and the CONSULTANT accepts and agrees to perform the engineering services for the PROJECT as described in **Exhibit A**, Scope of Services, attached.
2. The CONSULTANT shall prepare contract documents including construction drawings, specifications, the invitation to bid, and related contract forms for the work listed above. The CONSULTANT shall also provide opinions of construction costs. The OWNER AND FAA shall approve the final drawings and specifications prior to advertisement for bid.

B. OWNER'S RESPONSIBILITIES

1. The OWNER shall make available to the CONSULTANT all technical data in OWNER's possession that contain pertinent information required by the CONSULTANT relating to this work.
2. The OWNER shall pay publishing costs for the advertisement of notices, public hearings, requests for bids, and other similar items; pay for all permits and licenses that may be required by local, state, or federal authorities; and secure the necessary land, easements, rights-of-way, required for the project.
3. The OWNER shall provide access to the site as necessary to allow the performance of engineering services.
4. Other OWNER's responsibilities shall be as stated in the Professional Services Agreement.

C. COMPENSATION FOR CONSULTING SERVICES

The OWNER shall pay the CONSULTANT the appropriate fee as complete compensation for all services rendered as herein agreed and as stated in the PROFESSIONAL SERVICES AGREEMENT:

1. The OWNER shall pay the CONSULTANT as complete compensation for the ENGINEERING DESIGN SERVICES set forth in Exhibit A, attached, according to the labor rates shown in **Exhibit B** and direct nonsalary expenses at the actual cost. The maximum estimated total cost for these services is **FOUR HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED FIFTY Dollars (\$497,750)**.

2. Any amount over the maximum estimated cost for the services as set forth in Exhibit A because of a scope of work changes will be negotiated and agreed upon between the OWNER and the CONSULTANT in writing prior to the beginning of additional work.
3. In the event that the engineering services are required in connection with this project beyond 2023, the Consultant's Hourly Rates shall be adjusted to conform with the CONSULTANT's standard rates as established for the subsequent years.

D. AUTHORIZE SIGNER

Each person signing this Amendment represents and warrants that they are duly authorized and has the legal capacity to execute and deliver this Task Order to Professional Services Agreement.

WITNESSETH that the parties hereto do mutually agree to all mutual covenants and agreements contained within the CONTRACT.

CROOK COUNTY, OREGON

PRECISION APPROACH ENGINEERING, INC.

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

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**SCOPE OF SERVICES FOR
RUNWAY 15-33 RECONSTRUCTION AND ASSOCIATED IMPROVEMENTS: PHASE I – AGIS
SURVEY, DESIGN SURVEY, GEOTECHNICAL, ENGINEERING DESIGN AND BIDDING
SERVICES**

**PRINEVILLE/CROOK COUNTY AIRPORT (S39)
AIP Project No. 3-41-0051-021-2023
May 2023**

PROJECT DESCRIPTION/JUSTIFICATION

This Phase I: Design Project is in support of a 2024 Construction Project that will relocate the RW 33 threshold, widen and reconstruct Runway 15-33, and relocate both connector taxiways to the relocated RW 33 threshold at the Prineville-Crook County Airport (S39). Crook County (CC) owns and operates the Airport.

This Runway 15-33 project has been divided into two phases:

- Phase I: AGIS Survey, Design Survey, Geotechnical Investigation, Engineering Design & Bidding Services (This scope of services-FY 2023)
- Phase II: Construction and Engineering Services During Construction (SDC) – (Future work, currently planned for 2024)

Runway 15-33

Records indicate that Runway 15-33 was originally constructed sometime in the early 1940's. And per the current Airport Masterplan (2018), airport improvements aimed at increasing the efficiency and safety of the Airport date back to the 1960's when Runway 15-33 was lengthened and paved. Other important projects in the 60's and 70's included the addition of a low intensity lighting system and a second extension of Runway 15-33. Addition records also indicate that Runway 15-33 received a 1.5" asphalt maintenance overlay in 2000, and crack sealing and slurry seal projects in 2012 and 2015 respectively. The crack sealing and slurry seal projects were likely completed as part of the state's Airport Pavement Maintenance Program (PM).

The Oregon Department of Aviation's recent Pavement Evaluation/Maintenance Management Program Report (2017) identified that Runway 15-33 pavements had a PCI value in 2017 of 65-68 ("Fair"), with a project PCI value in 2027 of 37-40 ("Very Poor").

In addition to reconstructing the existing Runway 15-33 pavements, this project will address two Federal Aviation Administration (FAA) design standard changes that the current (2018) Airport Masterplan identified:

1. **Runway 15-33 Width** (existing width = 40 ft): per the current Airport Masterplan (2018), the Runway Design Code (RDC) for Runway 15-33 is currently B-I (small) and is to remain B-I (small) into the future. The minimum runway width to meet RDC=B-I (small) is 60 ft. For this reason, this project will widen the RW to 60 ft.
2. **Runway 33 Threshold Relocation**: Currently, adjacent to the Prineville-Crook County Airport (PCCA), State Highway 126, the Ochoco Highway, passes through the Runway Protection Zone (RPZ) of Runway 33. Per Federal Aviation Administration (FAA) standards, roadways are considered an incompatible land use within an RPZ. For this reason, the FAA has determined that relocation of the Runway 33 threshold is required to correct the incompatible land use. This project will therefore relocate the existing Runway 33 threshold approximately 517 ft north to remove the overlap of the RPZ and the state highway.

FAA has also recently determined that Runway 15-33 will require a Magnetic Variance (MagVar) Change to the designation Runway 16-34. FAA has determined that this work should be completed as part of this current runway project. FAA and CC have determined that this work should be completed as part of this current Runway project. Project work elements associated with the MagVar change include associated runway pavement marking and associated airport signage updates.

In addition to the runway widening and the threshold relocation, this project will also include the following work items: Construction of two new connector taxiways serving runway 33 (both sides of the runway), installation of a new runway Medium Intensity Lighting (MIRL) system, new runway signage, update the runway pavement marking, removal of existing Runway 33 (and associated connector taxiway) pavements, complete runway Shoulder/RSA grading (RSA, ROFA, RSA beyond RW ends), and complete associated storm drain and electrical improvements.

Specific work elements included in this project:

- Reconstruct (full depth) and widen Runway 15-33 (16-34) pavements (existing width = 40 ft, widened to 60 ft to meet B-I small standards)
- Runway 33 Threshold Relocation, approximately 517 ft to the north
- Construction of a new connector taxiway from the main apron (near fuel system) to the relocated RW 33 threshold
- Construction of a new connector taxiway from the existing aircraft hangars south east of RW 33 to the new relocated RW 34 Threshold
- Removal of existing pavement beyond the new RW 34 threshold (includes removal of existing connector taxiways)
- Install new RW 16-34 Medium Intensity Runway Lighting (MIRL) system
- Install new Mandatory Guidance Signs for Runway 16-34 (incorporating MagVar change)
- Associated electrical improvements (includes miscellaneous improvements in the Electrical Equipment Building (EEB))
- Install new underdrains at new Runway 15-33 (16-34) structural edge of Runway
- Install new underdrains along new connector taxiways
- Associated drainage improvements
- Runway shoulder/RSA grading (RSA, ROFA, RSA beyond RW ends) and Taxiway shoulder/TSA grading (TSA and TOFA) within project limits
- New Runway 16-34 Pavement Marking (MagVar change)
- New Taxiway pavement marking

Airports Geographic Information System (AGIS) Survey

Additionally, and because the RW 33 threshold relocation project is an FAA Safety Critical project, this Phase I: Design project will also complete an “As Design” AGIS Survey, including Safety Critical and Design data collection.

The FAA has determined that both phases of this project and all elements of work are justified and eligible for funding thru the FAA’s Airport Improvement Program (AIP) grant program. This Phase I: Design (this scope of work) project is currently programmed to be funded this year with a FY 2023 AIP grant and the Phase II: Construction project is programmed to be funded with a FY 2024 AIP grant.

Estimated Construction Costs

A planning level construction cost opinion prepared in the summer/fall of 2021 estimated construction costs at approximately \$4.8 million for all elements of work.

CONSULTANT ELEMENTS OF WORK

Precision Approach Engineering, Inc. (PAE) and its subconsultants will provide as design AGIS survey, design survey, geotechnical, professional electrical and professional civil engineering design and bidding services as listed below. The design will follow FAA standards and guidelines.

ANTICIPATED PROJECT SCHEDULE

It is anticipated that services associated with this Phase I – Design work will be completed over 18 months (April 2023 – September 2024) and will generally occur as outlined below:

- Project coordination and Management is anticipated to occur April 2023 – September 2024
- The AGIS Design Survey work is anticipated to occur August 2023 – October 2023
- The Design Survey work is anticipated to occur August 2023-October 2023
- Geotechnical work is anticipated to occur August 2023 – September 2024
- The project Design will take approximately 5 months and is anticipated to occur between September 2023 and January 2024
- Project Bidding will take approximately 1 month and is anticipated to occur in February 2024
- Project Bid Opening is anticipated to occur in March 2024
- Phase I: Design project/AIP grant closeout is anticipated to occur April 2024 – September 2024

SCOPE OF SERVICES

Task 1 – Project Administration/Management

PAE will manage internal project efforts, and coordination with S39, FAA, and subconsultants.

PAE's specific responsibilities/activities consist of:

- 1.1 Project management/administration
- 1.2 Client communications and information exchange
- 1.3 FAA communications, coordination, and information exchange
- 1.4 Develop documents to be used by S39 for solicitation of an Independent Fee Estimate (IFE) and provide support info as needed to complete the process
- 1.5 Prepare draft and final FAA grant application packages or S39 review and submittal to FAA
- 1.6 Contracting with S39 (includes the development of detailed scope of work, Draft and Final)
- 1.7 Prepare and maintain the project schedule
- 1.8 Coordination and communication with subconsultants include the development of detailed subconsultant scope of work
 - AGIS Design Survey
 - Topographic Design Survey
 - Geotechnical Investigation/Report
 - Electrical Engineer
- 1.9 In-house file and network management (anticipate up to 18 months)
- 1.10 Project Invoicing (anticipate up to 18 months)
- 1.11 Preparation of FAA required Quarterly Performance Reports (anticipate up to 6 submittals)
- 1.12 Assist S39 with annual SF 425/SF 271 reporting at the end of Federal Fiscal Year (anticipate 2 years – 2023 and 2024)

Deliverables

- AIP Grant application documents ready for S39 signatures
- Contract and/or contract exhibits for S39 signature as required
- IFE packet (Scope of work/blank fee worksheet)
- Monthly invoices
- Project schedule
- FAA Quarterly Performance Reports to S39 for submittal to FAA
- Draft annual SF-425 and SF-271 for S39 submittal

Task 2 – Kickoff and Design Review Meetings

In support of project kickoff and design activities, PAE will coordinate and attend onsite and online virtual meetings to review the status of the project with S39 and the FAA.

PAE’s specific responsibilities/activities consist of:

- 2.1 On-site meetings, including meeting preparation for project kickoff, 60 percent submittal, and 95 percent submittal. (3 on-site meetings total). It is anticipated that the PM and design engineer will attend all meetings. Includes meeting prep and travel time
- 2.2 On-line virtual meetings with FAA and S39, including meeting preparation, to discuss project progress, and FAA review comments to design submittals (Up to 4 on-line virtual meetings total). It is anticipated that the PM and design engineer will attend all meetings.
- 2.3 Additional on-line virtual meetings with S39, including meeting preparation, to discuss project progress and incorporate changes/answer questions, review bid documents, discuss grant application, quarterly and annual reporting, and grant closeout (Up to 10 on-line meetings total). It is anticipated that the PM will attend these additional meetings.

Deliverables:

- Minutes for meetings, if requested

Task 3 – Airports Geographic Information System (AGIS) As-Design Survey

Per FAA Advisory Circular (AC) 150/5300-18B (18B), and FAA NWMR Engineering Guidance 2013-04 the following Safety-Critical Projects/Activities trigger AGIS Survey requirements:

- 3.1 Relocate or move a Runway end or threshold more than 1 foot longitudinal, 1-foot transverse, or 6 inches vertical from its existing position
- 3.2 Displace threshold
- 3.3 Modify declared distances

Per discussions with the FAA, the completion of an “As Design” AGIS Survey in compliance with ACs 150/5300-16B, 150-5300-17C-Change 1, and 150/5300-18B-Change 1 incorporating the following elements from Table 2-1 of the 18B AC will be required for this project:

- Navigational Aid Siting: Visual
- Construction: Airside
- Pavement Design, Construction, Rehabilitation or Roughness

Including additional data as listed below.

AGIS Subconsultant will provide the necessary airport airspace analysis, ground survey, and associated aerial imagery.

PAE will submit data collected and required deliverables, in the specified format(s), as outlined in the appropriate advisory circulars. Data submissions to the FAA will be electronic, through the program’s website at <https://adip.faa.gov/>. The website also provides guidance on the proper preparation of data for the National Geodetic Survey (NGS) for submission and verification.

PAE and AGIS Subconsultant’s specific responsibilities/activities consist of:

- 3.4 “As Design” AGIS survey elements for the Airport and Runway 15-33 (16-34 proposed) as listed in Table 2-1 of 18B including:
 - Provide Statement of Work
 - *Provide a Survey and Quality Control Plan*
 - Provide Remote Sensing Plan
 - *Establish or validate Airport Geodetic Control (S39 does not currently have PACs or SACs)*
 - *Perform, document and report the tie to National Spatial Reference System (NSRS)*
 - *Survey Runway end(s)/threshold(s) – (RW 15-33)*
 - *Monument Runway end(s)/threshold(s) – (RW 15-33)*
 - *Document Runway end(s)/threshold location(s) – (RW 15-33)*
 - *Determine or validate Runway length – (RW 15-33)*
 - *Determine or validate Runway width – (RW 15-33)*
 - *Determine the Runway profile using 50-foot stations – (RW 15-33)*
 - *Determine the touchdown zone elevation (TDZE) – (RW 15-33)*
 - *Determine or validate and document the position of navigational aids*
 - *Perform or validate and document an airport airspace analysis - (Non-Vertically Guided: RW 15, 33)*
 - *Collect or validate and document airport planimetric data - (project limits)*
 - *Perform or validate a topographic survey - (project limits)*
 - *Document features requiring digital photographs*
 - *Document features requiring sketches*
 - *Collect imagery*
 - *Provide a final Project Report*
- 3.5 Existing Part 77 Surface Analysis
 - Collect data, analyze, identify, and map reportable obstructions/obstacles within Part 77 surfaces associated with Runway 15 and 33 (within horizontal limits of AGIS data collection)
- 3.6 PAE AGIS data review and submittal – PAE will review the AGIS survey data and required deliverables, and coordinate submission of deliverables to FAA for review.

Deliverables:

- “As-Design” AGIS survey updates and associated required deliverables in the formats specified in advisory circular 150/5300-16B, 150-5300-17C-Change 1, and 150/5300-18B-Change 1 to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program’s website at <https://adip.faa.gov/>.
- Part 77 Obstruction Analysis

Assumptions/Exclusions:

- PAC/SACs installation not included

- “As-Built” AGIS data (this work will be included in a subsequent Construction Administration/Services During Construction (SDC) SOW and fee proposal)

Task 4 – Topographic Design Survey

Survey Subconsultant will provide a topographic survey of the project work site. PAE will review the survey data and set up electronic drawings and files. In general, survey work for this project will consist of research, location, and verification of existing survey control, establishment of a secondary control network to be used during design and construction, and survey as required to provide a base map, topographic data, and surfaces to be used in the design.

Subconsultant will provide private utility locating services within the project area in support of the Topographic Survey.

Survey Subconsultant specific responsibilities/activities consist of:

- 4.1 Topographic survey/Triangular Irregular Network (TIN) for the Runway 15-33 project area

PAE’s specific responsibilities/activities consist of:

- 4.2 Design Engineer site visit during the performance of survey work (1 day on-site), includes travel time
- 4.3 Review and comment on draft survey deliverable (TIN, ASCII, field notes, photos, etc.)
- 4.4 Set up Civil 3-D (AutoCAD) project
- 4.5 Create base maps for design work areas and an overall site base to support site plan and Construction Safety and Phasing Plan sheets

Deliverables:

- Topographic base map
- Electronic digital terrain model

Task 5 – Geotechnical Investigation and Report

Geotechnical Subconsultant will provide geotechnical investigation of the project work site to include pavement section cores to verify the existing pavement section, field exploration of subgrade soils, and laboratory testing. Subconsultant will provide a geotechnical report to include conclusions and recommendations for pavement subgrade support, frost depth protection and earthwork and site preparation recommendations, and evaluation of effects of weather/construction equipment on site soils.

PAE and Subconsultants specific responsibilities/activities related to Geotechnical Investigation are:

- 5.1 Field investigation: Test pits, pavement cores, and Dynamic Cone Penetrometer (DCP) testing in RW areas
- 5.2 Includes PAE site visit during performance of Geotechnical work (Project Manager and Project Engineer to attend site visit (1 day onsite))
- 5.3 Lab testing: Moisture-density, California Bearing Ratio (CBR), Atterberg limits, sieve/hydrometer grain-size, natural water content determinations, and USCS/FAA soil classifications
- 5.4 Review field reports, test pit and pavement core determinations, lab test results, frost depth etc. and prepare geotechnical report
- 5.5 PAE review of geotechnical investigation findings and draft geotechnical report including providing comments for final report

Deliverables:

- Draft and Final Geotechnical report

Task 6 – Quality Assurance/Quality Control

PAE will provide in-house quality assurance and quality control procedures for review of design elements and will incorporate QA/QC findings into the final design.

PAE's specific QA/QC activities and responsibilities consist of:

- 6.1 Work review of progress/constructability of designs and concepts by senior staff for compliance with FAA standards and airport operations
- 6.2 Provide a detailed review of 60% and 95% submittals
- 6.3 Evaluate and incorporate S39, FAA, and in-house 60% and 95% submittal review into design concepts – includes preparation of the response to S39 and FAA comments

Task 7 – Design (In accordance with FAA AC's 150/5300-13A Change 1, 150/5320-5, 150/5320-6, 150/5340-1, and 150/5340-18 current at the time of contract execution)

Design services will include elements of work necessary for the proposed work in preparation for bidding and construction.

PAE and subconsultants specific responsibilities/activities consist of:

- 7.1 In-house project design team meetings (anticipate up to 10 mtgs during design duration)
- 7.2 Develop Erosion and Sediment Control Plan (ESCP) meeting DEQ requirements
- 7.3 Review and finalize new pavement geometry layout
 - Runway 15-33 (16-34) – RW width from 40 ft (existing) to 60 ft (future)
 - Runway 33 (34) Relocated Threshold
 - Runway 15-33 (16-34) and TW intersection layout
 - New connector TW from the main apron (near fuel system) to the relocated RW 33 threshold
 - New connector TW from the existing aircraft hangars southeast of RW 33 to the new relocated RW 34 Threshold (includes RW to connector TW, new connector TW to new parallel TW, and new parallel TW connection to 4 existing taxilanes)
 - Runway 11-29 and Runway 15-33 (16-34)
 - Runway 11-29 parallel taxiway to Runway 15 (16)
- 7.4 Finalize demolition limits (Runway 15-33 and connector taxiways)
 - Define limits and removal methods as needed to incorporate final design concepts
 - Existing runway and taxiway pavements
 - Existing pavement marking removal
 - Existing drainage (as required for new drainage improvements associated with final design)
 - Existing electrical (as required for new electrical improvements associated with this project)
- 7.5 Pavement Design
 - Evaluate existing aircraft loading and existing forecasted aircraft usage based on data from the current master plan and available airport data
 - Existing RW 15-33 and new TWs
 - Develop approved critical aircraft(s) and loading forecasts
 - RW 15-33 (16-34) and new TWs
 - Utilize FAA design software FAARFIELD calculations to develop new pavement sections
 - New RW 15-33 (16-34) structural pavements

- New TW structural pavements
 - Develop RW 16-34 PCN value to reflect the reconstruction of the RW 15-33 pavements
- 7.6 Develop Runway 15-33 (16-34) Centerline Finish Grade (FG) Profile, includes compatibility with existing RW 11-29 centerline existing profile
- 7.7 Develop Taxiway Centerline FG Profiles
 - New connector TW from the main apron (near fuel system) to the relocated RW 33 threshold
 - New connector TW from the existing aircraft hangars southeast of RW 33 to the new relocated RW 34 Threshold (includes connector taxiway and portion of future parallel taxiway)
- 7.8 Develop Runway and Taxiway grading and typical cross sections
 - Develop RW 15-33 (16-34) grading and typical runway cross sections
 - Develop RW 15-33 (16-34) to RW 11-29 intersection grading
 - Develop RW 15-33 (16-34)/TW intersection(s) grading (2 existing TW intersections-RW 15 end, and 2 new connector TW intersections-RW 33 end)
 - Develop new connector TW intersection grading for new RW 33 connector TW to new parallel TW west of RW 33, includes compatibility with current parallel TW to the north and future parallel TW to the north
 - Develop new taxiway to existing taxiway intersection grading east of existing RW 33 (includes intersection grading from new parallel TW to 4 existing hangar taxiways)
- 7.9 Develop site grading beyond the edges of runway and taxiway pavement (shoulders within project limits)
 - RW 33 (34) Safety Area (RSA) and Runway Object Free Area (ROFA) beyond the newly relocated threshold/runway end
 - RW 15 (16) RSA and ROFA areas beyond the newly relocated threshold/runway end
 - RW 15-33 (16-34) edges - RSA and ROFA areas adjacent to RW
 - New TW edges - TSA and TOFA areas (3 new TW's)
 - Existing TW edges - TSA and TOFA areas within project limits
- 7.10 Develop Drainage Improvements
 - Evaluate existing RW 15-33 drainage system, where applicable, for compatibility with new drainage improvements
 - Develop drainage system(s) for project improvements and perform hydrology for pipe, structure sizing and locations
 - RW 15-33 (16-34)
 - New TW's (3 total – two new RW 33 (34) end connector TWs, and new parallel TW to existing hangars east of RW 33 (34))
 - Develop subsurface (underdrain) system design, including structure design for access/maintenance and connections
 - RW 15-33 (16-34)
 - New TW's (3 total – two new RW 33 (34) end connector TWs, and new TW to existing hangars east of RW 33 (34))
 - Incorporate new drainage structures as necessary
 - RW 15-33 (16-34)
 - New TW's (3 total – two new RW 33 (34) end connector TWs, and new TW to existing hangars east of RW 33 (34))

- Provide conveyance to existing systems, where required
 - RW 15-33 (16-34)
 - New TW's (3 total – two new RW 33 (34) end connector TWs, and new TW to existing hangars east of RW 33 (34))
- 7.11 Develop airport taxiway naming designations in coordination with S39 and FAA – prepare exhibit with proposed taxiway names for S39 and FAA review (includes 1 revision), and after S39 and FAA approval incorporate new taxiway designations into guidance sign system improvements
- 7.12 Develop Runway and Taxiway, pavement marking layout
 - Runway 15-33 “Visual” markings (becomes RW 16-34)
 - New TW's (3 total – two new RW 33 (34) end connector TWs, and new TW to existing hangars east of RW 33 (34))
- 7.13 Electrical Improvements (includes Electrical Engineer Subconsultant design services)
 - New RW 15-33 (16-34) Medium Intensity Lighting System (MIRL)
 - Guidance sign system for Runway 15-33 (16-34) and all new connector TWs including incorporating MagVar RW 16-34 designation change, includes all impacted signage on the airport
 - Electrical infrastructure improvements resulting from RW 15-33 (16-34) electrical improvements — includes evaluation and improvements of electrical circuitry and conduit routing back to Electrical Equipment Building (EEB)
 - EEB improvements resulting from planned airfield electrical improvements

Deliverables:

- Erosion and Sediment Control Plan
- Design elements in conformance with industry standards following FAA standards and guidelines that will be incorporated into the contract documents drawings for bidding and construction (60%, 95%, and final submittals)

Task 8 – General Tasks

During the course of providing professional design services, certain general tasks will be required in conjunction with the deliverables.

PAE's specific responsibilities/activities consist of:

- 8.1 Prepare the predesign conference agenda based on the FAA predesign conference checklist (EG 2013-04) and conduct a predesign conference call with S39 and FAA. Also includes the preparation of predesign conference minutes.
- 8.2 Prepare FAA Construction Phasing and Safety Plan (CSPP) in accordance with AC 150/5370-2G incorporating above construction phasing concepts. Includes draft submittal to S39 and FAA, followed by the incorporation of comments and final document submittal. Also includes the development of FAA Construction Safety and Phasing Plan (CSPP) drawings (Up to 8 drawings)
- 8.3 Prepare and submit up to one (1) FAA 7460-1 submittal associated with the FAA Construction Safety and Phasing Plan, and up to four (4) FAA 7460-1 submittals associated with temporary construction impacts
 - One (1) Airspace case/location submitted with CSPP – location mid RW near center of project

- One (1) Airspace case/location submitted for potential impacts to NAVAID(s) – at approx. limits of project nearest the AWOS
 - Up to three (3) Airspace cases/locations submitted for project haul routes and construction staging/disposal areas
- 8.4 Prepare OR DEQ 1200-C permit application including the narrative Part I & II and obtaining signature(s) on land use compatibility statement (LUCS) if applicable
- Also includes one full sized hard copy and one PDF copy of the Erosion and Sediment Control Plan (ESCP)
- 8.5 Prepare Design Report per FAA NW Mountain Regional Guidance 620-04 (95%, and final submittals)
- 8.6 Prepare draft grant application including project sketch for S39 submittal to FAA (Grant is for Design and Bidding)
- 8.7 Preliminary coordination with FAA and assistance to S39 associated with the proposed MagVar change to Runway 15-33 (becoming Runway 16-34)
- 8.8 Prepare a uniform report of DBE awards or commitments and payments for engineering contracts/expenditures for S39 input into the dbe-Connect system for current project
- 8.9 Complete FAA-required 3-year Disadvantaged Business Enterprise (DBE) Program Goal to include fiscal years 2024-2026 (includes coordination with FAA Office of Civil Rights)
- Develop overall goal and/or project goals, as needed
 - Conduct consultation with interested stakeholders (scheduled, direct, interactive exchange) Consultation to be conducted via on-line conference (no site visit anticipated)
 - Coordination of draft goal with FAA Office of Civil Rights (anticipate up to 2 revisions)
- 8.10 Prepare and submit FAA-format Final Report (per FAA checklist for final report requirements EG 2013-12), to include the project financial information which will require coordination with S39 records
- 8.11 Assist S39 with AIP project/grant closeout

Deliverables:

- Predesign conference agenda to S39 and FAA
- Completed predesign conference checklist minutes to S39 and FAA
- Analysis of construction phasing options
- Draft and final CSPP submittal to FAA
- Draft project OR DEQ 1200-C permit application, if applicable
- FAA 7460-1 submittals through OE/AAA portal
- Design report (95% and Final)
- Draft and Final grant application
- Uniform report of DBE awards or commitments and payments for engineering design contracts/expenditures for S39 submittal to FAA
- Final AIP grant closeout reports

Exclusions:

- Project permitting beyond the individual permits listed above

Task 9 – Construction Documents

Documents for construction will incorporate the consultant’s elements of work for bidding and construction of the project.

PAE's specific responsibilities/activities consist of:

- 9.1 Create construction drawings incorporating design concepts (Approximately 80 drawings)
- 9.2 Technical Specifications (FAA AC 150/5370-10H) – Includes General Requirements and approximately 30 technical specifications including P-401/P-403 Asphalt Mix Pavement. Includes submittal of technical specifications showing “Project Specific Specification Clarifications” in a track changes format at 95% submittal documenting all proposed changes to FAA boilerplate (required to clarify, update references to standards that are no longer current, meet the specific needs of the project, and/or provide enhancement to FAA boilerplate) followed by final submittal. Also includes submittal of “Project Specific Specification Clarification” justification form for FAA review/determination of approval for all changes proposed to FAA boilerplate
- 9.3 Prepare draft Legal Specifications for S39 and FAA review
- 9.4 Compile, prepare, and print 60% and 95% submittal review documents
- 9.5 Incorporate S39 and FAA 95% submittal review comments into final plans and technical specifications
- 9.6 Incorporate S39 requirements into legal specifications
- 9.7 Construction Quantities – 60%, 95%, and final submittals
- 9.8 Develop construction cost estimates –60%, 95%, and final submittals
- 9.9 Compile, prepare, and print final contract documents

Deliverables:

- 60% and 95% submittal documents to S39 and FAA for review (Electronic PDF files)
- One (1) hard copy set of Final bid documents to S39
- One (1) Full-size hard copy set of Final drawings to S39
- Electronic PDF of Final bid document files, with drawings, to FAA

Task 10 – Bidding Services

PAE will assist S39 staff, distribute documents, attend onsite meetings, and review bids with S39, FAA, and Contractors for proposed work.

PAE's specific responsibilities/activities consist of:

- 10.1 Prepare project files (.pdf) for advertisement
- 10.2 Assist S39 with text and publishing of bid advertisement
- 10.3 Respond to questions during the bidding process
- 10.4 Prepare addenda as required
- 10.5 Prepare and conduct pre-bid conference (PM and design engineer site visit), including meeting prep, travel time, meeting notes
- 10.6 Pre-bid conference meeting minutes
- 10.7 Review bid proposals, prepare bid abstract with recommendations for bid acceptance and assist in necessary approvals for awarding the contract – includes assisting S39 with DBE bid proposal review

Deliverables:

- Bid advertisement (if requested)
- Project files (.pdf) for S39 advertisement
- Addenda (if necessary)
- Pre-Bid Meeting minutes

- Bid abstract with a recommendation for Bid acceptance
- Draft Notice of Award for OWNER use

ADDITIONAL ASSUMPTIONS

This Scope of Services is completed upon the opening of bids and the Engineer's recommendation for the award of the construction contract to S39 and FAA. It is anticipated that a Construction Administration/Services During Construction contract will be negotiated with S39 prior to construction that will cover construction-related activities required during project award, project construction, and construction project/grant closeout.

The following items are specifically excluded from this scope of services:

- Environmental – National Environmental Policy Act (NEPA) environmental requirements (CatEx) and FAA determination: The project was previously evaluated by the Seattle ADO, and it was determined that it qualifies for a Categorical Exclusion pursuant to FAA Order 1050.1F, Paragraph 5-6.3(c).
 - No additional Environmental work is anticipated for this project or included in this Phase I: Design and Bidding Scope of Work

This scope of services does not include the performance of any further special studies or services beyond those specifically stated. Should the project be found to require further studies or services, a revised scope and fee additions will be proposed.



EXHIBIT B

**OREGON
 2023 STANDARD LABOR RATES**

Classification	2023 Rate
ADMIN 1	\$84.40
ADMIN 2	\$98.40
ADMIN 3	\$113.40
ADMIN 4	\$126.20
ADMIN 5	\$141.00
ADMIN 6	\$155.20
TECHNICIAN 1	\$113.20
TECHNICIAN 2	\$126.20
TECHNICIAN 3	\$141.00
TECHNICIAN 4	\$158.00
TECHNICIAN 5	\$176.80
TECHNICIAN 6	\$198.20
TECHNICIAN 7	\$220.00
ENGINEER 1	\$141.60
ENGINEER 2	\$158.80
ENGINEER 3	\$173.40
ENGINEER 4	\$192.20
ENGINEER 5	\$220.00
ENGINEER 6	\$249.60
ENGINEER 7	\$280.80
ENGINEER 8	\$313.40
ENGINEER 9	\$351.20