

FAA Planning for Compliance – General Considerations / Recommendations

FAA Grant Assurance	General Interpretation / Recommendations	Comments
<p>A. General.</p> <p>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.</p> <p>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.</p> <p>3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.</p>		None.
<p>B. Duration and Applicability.</p> <p>1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.</p> <p>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.</p>	<p style="color: red;">Airport Owner is a Public Agency Sponsor.</p> <p style="color: red;">Owner will be bound to the useful life of the project items installed (development), which is generally 20 years, unless otherwise specified. Seal coat (maintenance) 3 years, electrical lighting and signage 10 years, AWOS 15 years, etc.</p> <p style="color: red;">FAA Order 5100.38D, Table 3-7: <u>Change 1 to FAA Order 5100.38D, Airport Improvement Program Handbook, 26 February 2019</u></p> <p style="color: red;">Owner will be bound to all real property acquired (land acquisitions) in perpetuity. Associated FAA Grant Offer is to be physically bound to any land or easement title purchased with FAA funds.</p>	<p style="color: blue;">Land easements shall be in perpetuity.</p> <p style="color: blue;">Interlocal agreements should extend for 20-years beyond any acceptance of FAA grant funds, or specific useful life.</p>

<p>B. Duration and Applicability. 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.</p>	<p>Airports are typically owned by Public Agency Sponsor.</p>	<p>N/A</p>
<p>3. Airport Planning Undertaken by a Sponsor. Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.</p>	<p>Applies only for Airport Master Plan Updates / Airport Layout Plans (not associated with development) / Other Planning grants that are solely planning grants.</p>	<p>None</p>
<p>C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that: 1. General Federal Requirements. It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following: Federal Legislation Executive Orders Federal Regulations Specific Assurances</p>	<p>Owner assures they will comply with these requirements by their respective authorized signature (Chairperson / Mayor) and City/County attorney's signature executing a grant.</p> <p>Compliance is achieved through:</p> <ul style="list-style-type: none"> • On-going City/County workplace policies. • Signed certifications for each project. • Project-specific environmental documents – completed as part of projects. • Inclusion of required contract language in solicitation, bidding documents, and contracts. • Pre-award database checks for debarred contractors. 	<p>None</p> <p>Qualified engineering/planning consultant will assist with incorporating current environmental practices, current contract language, and verifying compliance for contract awards.</p>

<p>2. Responsibility and Authority of the Sponsor.</p> <p>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.</p> <p>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.</p>	<p>a. Typical Grant Execution procedures include:</p> <ul style="list-style-type: none"> • County Commission motion to accept grant. • Commission Chairperson signature on Grant Offer. • County Attorney signature verifying authority. • City Council motion to accept grant. • Mayor signature on Grant Offer. • City Attorney signature verifying authority. <p>b. "Private Sponsor" is not applicable.</p>	<p>None</p>
<p>3. Sponsor Fund Availability.</p> <p>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.</p>	<p>Airport Owner is obligated to pay for Sponsor share of project and obligated to maintain operations of airport for useful life of grant.</p> <p>Typically, funded through direct mill levy (tax) attributed to airport(s) – Montana Code Annotated (MCA) 67-10-402;</p> <p>Revenues generated on airports (direct aviation fuel tax, hangar land leases, agricultural leases, hangar rentals, landing fees, etc.) – MCA 67-10-404; and/or</p> <p>Funded through general fund or external source (Example: Montana Aeronautics grant funding). MDT Aeronautics Division Airport Loan and Grant Program Summary (mt.gov)</p>	<p>Maintain separate fund for all airport generated revenue.</p>

<p>4. Good Title.</p> <p>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.</p> <p>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.</p>	<p>Airport maintains an "Exhibit A" property map within the Airport Layout Plan (ALP) that denotes airport land. Title Insurance may be obtained for existing and purchased property. Any encumbrances on property (particularly those that may be restrictive) shall be listed and potentially eliminated.</p>	<p>Exhibit A should list the location of all recording documents that establish good title for each parcel of airport property (Book, Page, Document Type of recording).</p> <p>Encumbrances such as roadways, restrictive easements, limitations on construction ability, etc. must be eliminated. Others, such as utility easements, should be listed on Exhibit A.</p> <p>Airports may consider aggregation of airport parcels into a single tract of land, eliminating restrictive encumbrances, to further establish and simplify "good title". MCA 76-3-207.</p>
<p>5. Preserving Rights and Powers.</p> <p>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.</p>	<p>Consider adoption of the following items:</p> <ol style="list-style-type: none"> 1. Hangar Lease – include fee and rental structure, include Civil Rights Non-Discrimination language, include FAA hangar use policy, make lease subordinate to FAA grant assurances and federal policies/FAA Airport Compliance Manual, leases shall not extend beyond 40-years maximum in Montana (MCA 67-10-302 and 7-8-2231). <p>Consider annual inspections and/or authority to do so (hangar uses, storage of hazardous items, etc.)</p> <p>Consider leasing "buffer" surrounding hangar versus direct hangar size. For example: lease 27' in front to taxilane edge, 10' each side, and 20' behind (ADG-I taxilane). This keeps "driveway" connection to taxilane within their lease area, requires they maintain grasses and weeds adjacent to their hangars, plowing obligations, and provides space for propane tanks, etc. within their lease area.</p> <p>Consider lease checklist of requirements:</p> <ul style="list-style-type: none"> • hangar construction requirements, • hangar insurance requirements, • contractor insurance requirements, • contractor/construction bonding, • FAA 7460-1, and • Montana State Building permit. 	<p>Sponsor/Sponsor Attorney should review FAA Order 5190.6 (current edition) Airport Compliance Manual and FAA Hangar use policy: https://www.faa.gov/airports/airport_compliance/hangar_use</p> <p>No on airport residences. This is dictated by both the FAA and Montana Code (MCA). Airports are not generally subdivided, zoned for residential, etc. Montana's Land Use and Planning Statutes permit an exemption from subdivision for airport and state land if the lease "...is for onsite weather or air navigation facilities, the manufacture, maintenance, and storage of aircraft, or air carrier-related activities." (MCA 76-3-205). Use of hangars as residences would evade subdivision laws.</p> <p>Consider adoption of additional:</p> <ul style="list-style-type: none"> • Rules & Regulations – similar to restrictive covenants for subdivisions (airport safe operations, vehicular use/parking/storage, access, fueling operations, etc. • Minimum Standards – minimum standards for commercial facilities, services, and activities on the Airport. Helps ensure FBO's meets same minimum thresholds for operations on airport. • Hangar Guidelines/Requirements – paved approaches, standards for construction, colors, signage, lighting, site reclamation, etc.

<p>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.</p> <p>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</p>	<p>Consider limitations on construction duration (i.e. do not allow 40-year leases to be utilized as a real estate investment with no intent to construct hangar and utilize for storage of aircraft).</p> <p>2. Airport Affected Area (AAA) – controlling heights in accordance with your Airport Layout Plan / airspace for “ultimate” planned airport conditions and controlling compatible land uses in vicinity of airport (particularly in Runway Protection Zones (RPZ’s)).</p> <p>MCA Title 67, Chapter 7 and 67-7-102 for Legislative Finding and Purpose.</p> <p>3. Airport Rules & Regulations and Minimum Standards – MCA 67-10-301.</p> <p>Uses/Events of/at the Airport shall not deprive the airport from performing the terms, conditions, and assurances in grant agreements. <u>No closures permitted for non-aeronautical events.</u></p> <p>b. The City/County shall not sell any Airport property shown on the Exhibit A. All hangar leases shall preserve rights and powers in accordance with lease agreements.</p> <p>c. Generally not applicable, unless a noise compatibility program is undertaken by someone other than the airport sponsor/owner.</p>	<p>Explained further below.</p> <p>See above. Airports are typically willing to share examples to assist other airports.</p>
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<p>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.</p> <p>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.</p> <p>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.</p> <p>f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.</p> <p>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.</p>	<p>d. Should a noise compatibility program be completed as part of a future Environmental Assessment and include privately owned property, it shall be completed in accordance with current FAA guidance and requirements.</p> <p>e. Not applicable. City/County are Public Agency Sponsors.</p> <p>f. If Airport Management is separately contracted the management agreement shall incorporate and reference Title 49 and requirements within these grant assurances.</p> <p>g. Non-commercial service airports may permit <u>residential</u> through the fence access to the airport. Airport shall consider preserving rights and powers, fee structure, and FAA policies if considering permitting residential through the fence activities.</p> <p><u>Residential Through-the-Fence Access Toolkit Federal Aviation Administration (faa.gov)</u></p>	<p>g. Off airport hangars / residences / users are not protected by FAA grant conditions. Their use can impact Sponsors ability to meet future FAA grant obligations and Sponsor must preserve rights and powers, which includes ability to eliminate or alter access in the future. This can create direct opposition.</p> <p>Sponsor cannot expend any airport funds on plowing, maintenance, etc. of access locations, which can create issues with authorized access to plow approaches by authorized equipment and personnel. Potential issues are specific to each Airport and access locations relative to the airport, safety and object free areas, etc.</p>
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<p>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.</p>	<p>The Airport's Airport Layout Plan (ALP) and Capital Improvement Plan (CIP) are drafted and approved by the applicable City/County/Airport Board.</p> <p>Each project shall be verified be consistent with the ALP and CIP, or adequately addressed prior to being undertaken. All development must be shown on ALP prior to project initiation, to ensure existing, future, and ultimate impacts are considered.</p>	
<p>7. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near where the project may be located.</p>	<p>Master Planning efforts shall include several Public Meetings to permit community input on aviation forecasts, facility requirements, and the Airport Layout Plan updates, addressing short-, medium-, and long-term facility needs and requirements.</p> <p>In addition, airport planning and development shall be discussed at publicly advertised Airport Board, City Council, and County Commissioner meetings.</p>	None
<p>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.</p>	<p>Airport planning and development projects are regular agenda items, discussed at publicly advertised Airport Board, City Council, and County Commission meetings.</p>	None
<p>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.</p>	<p>Master Planning efforts associated with a new airport, runway, or major runway extension (at a minimum) shall include specific public hearings. All comments and questions shall be considered and properly answered / addressed.</p> <p>Additionally, airport planning and development are regular agenda items, discussed at publicly advertised Airport Board, City Council, and County Commissioner meetings.</p>	Public hearings <u>may</u> be expanded to include widening, strengthening, etc. where it is anticipated that the aircraft type or fleet is anticipated to change or substantially increase. Consider and coordinate with Airport/Sponsor and FAA for adequate project scoping.
<p>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</p>	<p>N/A. Montana does not have any medium or large hub airports.</p>	

<p>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.</p>		
<p>11. Pavement Preventive Maintenance. With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.</p>	<p>Montana Department of Transportation Aeronautics Division oversees and administers state-wide pavement inspections, pavement condition reports, and pavement management planning on behalf of all of Montana's general aviation airports, typically on 3-year cycles.</p>	<p>The Owner shall schedule and complete regular preventative pavement maintenance. Pavement preventative maintenance scheduling should be included as part of the Capital Improvement Plan (CIP). This should be completed on roughly 3-5-year cycles, to provide the most economical means of extending the lives of your pavements.</p>
<p>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.</p>	<p>N/A – GA Airports (non-Part 139). <u>In general</u>, applicable to air carrier >9 passenger seats, but <31 passenger seats – requires aircraft rescue firefighting (ARFF) equipment, friction testing, etc.</p>	<p>Any pilot's lounge / terminal building shall be comprised of entirely public space available for access. Non-public space is not eligible for federal assistance.</p>
<p>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</p>	<p>Airport (City/County) revenue and expenditures shall be tracked through specific record keeping for the airport and retained per applicable record keeping requirements. FAA grants exceeding \$750,000 in any Fiscal Year shall require an audit.</p>	

<p>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.</p>		
<p>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.</p>	<p>Mandatory contract language shall be included in all solicitations, contracts, and sub-tier contracts. All language is included in accordance with FAA guidance titled "Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors."</p>	<p>Qualified planning engineering / planning consultant will assist with meeting these requirements.</p>
<p>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.</p>	<p>Mandatory contract language shall be included in all solicitations, contracts, and sub-tier contracts. All language is included in accordance with FAA guidance titled "Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors."</p>	<p>Qualified planning engineering / planning consultant will assist with meeting these requirements.</p>
<p>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.</p>	<p>Owner selected engineering consultant shall coordinate with FAA for approval of project scoping (FAA pre-design) and final plans and specifications.</p>	<p>The Owner will produce booklets of <u>Contract Documents, Specifications, and Plans</u> for FAA-assisted construction and equipment acquisition projects. These booklets will be submitted to the FAA for review and approval prior to advertising for bids. An Engineer's Representative/ Resident Project Representative (RPR) will review the contractors' work for compliance with the contract documents. Following construction, the Sponsor will submit a <u>Final Report</u> documenting the work was constructed as bid plus any changes that occurred. Substantive deviations from the plans will be completed only after a Change Order has been approved by the Owner and the FAA.</p>

<p>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.</p>	<p>Owner selected engineering consultant shall provide and maintain adequate construction supervision.</p>	<p>A competent Engineer's Representative/Resident Project Representative (RPR) will be contracted to review and inspect all construction work for compliance with the specifications and completion of the contractual scope. The RPR will provide regular progress reports to the FAA through Weekly Construction Reports (FAA Form 5370-1) and recommend partial and final payments to the Owner. The Owner provides approval of payments and scope completion.</p> <p>A final inspection will be scheduled and held with all parties (Owner, Engineer, Contractor, and FAA). If the FAA does not attend, final project photographs will be included in all project Final Reports.</p>
<p>18. Planning Projects. In carrying out planning projects:</p> <p>a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.</p> <p>b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.</p> <p>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.</p> <p>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 United States or any other country.</p> <p>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.</p> <p>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</p>	<p>Any Airport Master Plan Study will:</p> <p>a. To be completed in accordance with FAA requirements, including completing the approved scope.</p> <p>b. Submit periodic progress reports at defined intervals (typically quarterly progress reports, produced and delivered by selected consultant).</p> <p>c. Credit grant funding in publications, references AIP #.</p> <p>d. Provide information to the public.</p> <p>e. Grant FAA unlimited access and use of the project products.</p> <p>f. Proceed only with FAA-approved scope/cost/ consultants. Consultant selection was completed in accordance with FAA AC 150/5100-14E, Change 1.</p>	<p>Selected planning consultant will complete this work.</p>

<p>the right to disapprove the proposed scope and cost of professional services.</p> <p>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.</p> <p>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.</p>	<p>g. Grant FAA right to disapprove of Sponsor's use of employees.</p> <p>h. Understand that approval of the Master Plan does not constitute approval of any pending or future applications for Federal Airport grant assistance.</p>	
<p>19. Operation and Maintenance.</p> <p>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:</p> <p>1) Operating the airport's aeronautical facilities whenever required;</p> <p>2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and</p> <p>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</p>	<p>a. Consider inclusion of required language within Airport Manager Contracts and/or listed job duties.</p> <p>The airport will operate its facility so as not to permit any use or activity that would interfere with its use for airport purposes.</p> <p>1) The Owner is responsible for monitoring safe conditions.</p> <p>2) The Owner will promptly mark/report/fix or coordinate repair of hazards; provide manpower on Owner-provided equipment for mowing/sweeping/plowing; and otherwise providing routine maintenance to ensure safe and usable airport surfaces.</p> <p>3) The Owner will issue NOTAMs to alert pilots of any non-standard conditions.</p>	<p>a. Airport to adhere to this provision with future activities at the airport to ensure it does not prevent the airport from its use for airport purposes.</p> <ul style="list-style-type: none"> Snow and ice removal plan – consider FAA recommendations / size equipment fleet accordingly / consider written plan (may be contained within Airport Manager's duties). FAA AC 150/5200-30D. <p>Consider listing conditions-not-monitored airfield times within permanent NOTAM's.</p> <ul style="list-style-type: none"> Issue appropriate NOTAM's and determine personnel with authorization for doing so. No airport closures for non-aeronautical events. Maintain grasses at the airport to permit drainage and maintain designated use of visual and navigational aids (lights, guidance signs, windcone, PAPI's, etc.). Maintain airfield in general – COMMON EXAMPLES: soil erosion to be repaired & meet safety area requirements, no penetrations to object free areas (most frequent in hangar areas), replace light bulbs, fix broken lights after plowing, don't permit agricultural round bales to be within Object Free Areas, etc.

<p>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.</p> <p>b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.</p>	<p>b. Only applicable if you have specific noise compatibility program – not typical</p>	
<p>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.</p>	<p>Existing obstructions are depicted on the current Airport Layout Plan. Each obstruction is listed with a proposed remedy, if any, regarding removal, lowering, relocating, marking, or lighting.</p>	<p>Airport / Owner shall consider adoption of an “Airport Affected Areas” Plan (AAA) for existing and future/ ultimate runway(s) in accordance with MCA Title 67, Chapter 7. AAA can provide further protections from incompatible land uses surrounding the airport including Runway Protection Zones (area with no height limitations), heights for all FAA/Code of Federal Regulations airspace surfaces, noise, wildlife attractants, lights, glare, interference with navigational aids, etc.</p> <p>AAA amendments shall be reviewed as part of each update to the Airport Layout Plan (ALP).</p> <p>Any proposed construction that is not exempt from AAA and requires a permit, should include requirements for submission of Form FAA 7460-1 – <i>Notice of Proposed Construction or Alteration</i> as part of permit approval process by Airport/Owner.</p>
<p>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.</p>	<p>Airport Affected Area ordinance can protect from height, noise, land uses (residences, wildlife attractants, glare, radio interference, etc.).</p>	<p>Airport / Owner shall consider adoption of an “Airport Affected Areas” Plan (AAA) for existing and future/ ultimate runway(s) in accordance with MCA Title 67, Chapter 7. AAA can provide further protections from incompatible land uses surrounding the airport including Runway Protection Zones (area with no height limitations), heights for all FAA/Code of Federal Regulations airspace surfaces, noise, wildlife attractants, lights, glare, interference with navigational aids, etc.</p> <p>AAA amendments shall be reviewed as part of each update to the Airport Layout Plan (ALP).</p>

		Any proposed construction that is not exempt from AAA and requires a permit, should include requirements for submission of Form FAA 7460-1 – <i>Notice of Proposed Construction or Alteration</i> as part of permit approval process by Airport/Owner.
<p>22. Economic Nondiscrimination.</p> <p>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.</p> <p>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:</p> <p>1) Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and</p> <p>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.</p> <p>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.</p>	<p>a. Fee structure shall be reasonable.</p> <p>b. Incorporate language in any Fixed Base Operator (FBO) / commercial use lease agreement and/or Airport Minimum Standards.</p> <p>c. Airport/Owner to assess all FBO's same rates and fees for similar uses.</p>	<p>a. Users that are similarly situated shall be charged same fees (EXAMPLE: landing fees are based on weight not individual; lease rates are the same along same sized taxilane but can be higher for larger hangar connected to apron or larger/heavier taxilane; rates can be higher for commercial versus private use, etc.).</p> <p>Montana Department of Transportation Rate & Charges Survey information can be found at: Airport Studies & Research Montana Department of Transportation (MDT) (mt.gov)</p> <p>b. The Owner shall consider adoption of Minimum Standards for commercial operators, which require all commercial operators to “conduct their business in a professional and non-discriminatory manner” and include the listed provisions.</p> <p>c. The Airport/Owner may assess different rates to FBOs due to a difference in location, or a difference in service provided. In accordance with FAA Order 5190.6B, “To aid in establishing uniform rates and charges applied to aeronautical activities on the airport, the Sponsor should establish minimum standards to be met as a condition for the right to conduct an aeronautical activity on the airport.” (See also AC 150/5190-7).</p>

<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>d. Air carriers are not to be restricted from rights of service.</p> <p>e. Airport/Owner to assess all Air Carrier's same rates and fees for similar uses, and comparable rules and regulations.</p> <p>f. No rules, regulations, agreements, or policies practiced shall prevent any person, firm, or corporation from performing service on its own aircraft.</p> <p>g. The Airport/Owner shall not perform or exercise any of the rights and privileges referred to in this assurance.</p> <p>h. Rules and Regulations or Minimum Standards shall establish reasonable and not unjustly discriminatory practices to be met by "like" users.</p> <p>i. Airport may establish limitations of aircraft due to weight, size, class, etc.; to help ensure safety of users and surrounding areas.</p>	<p>d. None</p> <p>e. The Airport/Owner may assess different rates due to a difference in location, or a difference in service provided. In accordance with FAA Order 5190.6B, "To aid in establishing uniform rates and charges applied to aeronautical activities on the airport, the Sponsor should establish minimum standards to be met as a condition for the right to conduct an aeronautical activity on the airport." (See also AC 150/5190-7).</p> <p>f. None.</p> <p>g. None</p> <p>h. Airport/Owner may consider adoption of additional Rules and Regulations to establish reasonable conditions to be met by all users of the airport.</p> <p>i. The Sponsor may consider adoption of additional Rules and Regulations to maintain safe operation of the airport. This may include updated aircraft weight limitations, and critical aircraft usage (Example A/B-II), in accordance with the Airport Layout Plan.</p>
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<p>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:</p> <p>a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and</p> <p>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.</p>	<p>Airport/Owner shall ensure no current or planned exclusive rights to conduct any aeronautical activity at the airport. The Owner shall be willing and encouraging to make the airport available to additional reasonably qualified FBOs. Hangar and space availability will be subject to the approved Airport Layout Plan.</p>	<p>The Owner shall consider adoption of Minimum Standards to help standardize requirements and ensure exclusive rights do not exist.</p> <p>The Owner will strive to provide equal opportunity to all interested parties wanting to start an FBO.</p> <p>Hangar and space availability will be subject to the approved Airport Layout Plan.</p> <p>Any denial of request by a service provider to conduct business on the airport based on the lack of available space must be approved by the FAA HLN-ADO.</p>
<p>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.</p>	<p>Common fees that may be utilized to meet this grant assurance and “make the airport as self-sustaining as possible”:</p> <ul style="list-style-type: none"> • Hangar ground leases (consider similarly situated lease rates; may vary based on commercial vs. private use, apron frontage, etc.) • Fuel flow fees; • Landing fees; • Parking, tie-down and/or long-term parking fees; • Residential Through The Fence access – if applicable. • Land / Ag Leases. 	<p>Montana Department of Transportation Rate & Charges Survey information can be found at: Airport Studies & Research Montana Department of Transportation (MDT) (mt.gov)</p> <p>Consider providing for cost escalation factors in long-term leases. Consumer Price Index, Surveys, Local Factors, etc.</p>

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.

Airport revenues and expenditures shall be tracked by specific fund set aside for the airport(s). These can be shared across multiple airports if Owner has more than one airport (local airport system).

The Owner shall complete regular audits, including the airport accounts. FAA grants exceeding \$750,000 in any Fiscal Year shall require an audit.

None.

<p>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.</p> <p>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.</p>		
<p>26. Reports and Inspections. It will:</p> <p>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;</p> <p>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;</p> <p>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</p> <p>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:</p> <p>1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and</p>	<p>All County and City budgeting records are public records – shall be available by request to those appearing at the County Commission offices or City Hall during normal business hours.</p> <p>Audits of project-related expenditures will be provided to the FAA at the conclusion of a project for the fiscal year(s) during which funds were expended exceeding \$750,000.</p> <p><u>Final Reports</u> summarizing all project-related expenditures will be provided to the FAA and are available to the public at the conclusion of each project – typically completed by selected engineering or planning consultant.</p> <p>Summaries of on-going expenditures are provided to the FAA and available to the public at each partial pay request of a project.</p> <p>All County and City records associated with an FAA-assisted project are available to the FAA on request.</p>	<p>None.</p>

<p>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.</p>		
<p>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:</p> <p>a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or</p> <p>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.</p>	<p>Government aircraft shall have use of the airport without restrictions.</p> <p>Provided that, operations by government aircraft are not:</p> <ul style="list-style-type: none"> • sufficient to unduly interfere with use by others, • five or more based government aircraft, • 300 or more landings per month, nor • the gross accumulative weight exceeds 5M lbs. in a month. 	<p>If, by local standards, use is determined to be substantial and agreed to by the Sponsor and the using agencies, the Sponsor may assess reasonable fees proportional to such use.</p> <p>It is common practice in Montana to negotiate reasonable and mutually agreeable fee structures with the Bureau of Land Management, U.S. Forest Service, National Park Service, U.S. Border Patrol, etc.</p>
<p>28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.</p>	<p>If a request is made, the airport shall comply with this assurance.</p>	<p>This is common in Montana for such items as VOR, ASOS, PAPI's/VASI's, REIL's, etc. Frequently lease arrangements are made, especially if monitoring equipment takes up space within the airport terminal building.</p>

<p>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.</p>		
<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>Mandatory contract language shall be included in all solicitations, contracts, and sub-tier contracts. All language is included in accordance with FAA guidance titled "Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors". This is typically completed by selected engineering or planning consultant.</p>	<p>A Non-Discrimination clause shall be included in all Lease Agreements, Airport Management Agreements, and FBO Agreements / Minimum Standards.</p>

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 ([Selection Criteria: Sponsor Name]), 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."

<p>e. Required Contract Provisions.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <p>a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and</p> <p>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.</p> <p>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</p>		
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<p>with all requirements imposed or pursuant to the acts, the regulations, and this assurance.</p> <p>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.</p>		
<p>31. Disposal of Land.</p> <p>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:</p> <ol style="list-style-type: none"> 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. <p>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.</p>	<p>Shall be considered if any land was purchased for the sole purpose of airport noise compatibility purposes.</p>	<p>None.</p>

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.

<p>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.</p>		
<p>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.</p>	<p>The Owner shall hire engineering and design services via advertised Request for Qualifications, select from the applicants based upon qualifications, and then negotiate price and scope, per applicable codes and requirements. The procedures utilized in consultant selection are in accordance with FAA AC 150/5100-14 (current edition).</p>	<p>None.</p>
<p>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.</p>	<p>Mandatory contract language is included in all solicitations, contracts, and sub-tier contracts. All language is included in accordance with FAA guidance titled "Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors".</p> <p>Buy American/Buy America requirements shall be verified with each material submittal. Any items not listing proof of country of origin shall be considered to have been produced or manufactured outside the United States.</p>	<p>Typically completed through selected engineering consultant.</p>
<p>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 [Project Application Date].</p>	<p>The Owner shall hire qualified engineering and administrative personnel that are well-versed in the current applicable policies and regulations. Consultant selection shall be completed in accordance with FAA AC 150/5100-14 (current edition).</p>	<p>None.</p>
<p>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.</p>	<p>The Owner shall hire qualified engineering and administrative personnel that are well-versed in the current applicable policies and regulations. Procedures for selection of consultants will be in accordance with FAA AC 150/5100-14 (current edition). All land acquisition projects shall follow regulations, policies, and laws in place at the time of acquisition.</p>	<p>Current policies and actions are compliant.</p>

<p>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.</p> <p>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.</p>		
<p>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.</p>	<p>Generally N/A for GA airports in Montana. Owner shall be amenable and supportive of multi-modal connections to the airport.</p>	<p>None.</p>
<p>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).</p>	<p>Mandatory contract language shall be included in all solicitations, contracts, and sub-tier contracts. All language will be included in accordance with FAA guidance titled "Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors."</p> <p>The Sponsor shall maintain current DBE program with a multi-year goal and annually reports DBE usage. General Aviation Airports should have established a new multi-year goal for FY 2024 – 2026.</p>	<p>DBE efforts are typically initiated by the selected planning / engineering consultant; however, they do require a direct DBE liaison officer for the Airport/Owner.</p> <p>Most airports are currently operating under "race neutral" (non-mandatory DBE usage efforts) means, but if goals cannot be met through race neutral efforts it is likely that "race conscious" efforts will be required soon. Race conscious efforts would have a mandatory percentage of subcontracting work element to registered DBE firms and/or mandatory requirements documenting "good faith efforts" in attempt to obtain DBE subcontracts.</p>

<p>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.</p>	<p>Terms of leases shall be in accordance with FAA Airport Compliance Manual – Order 5190.6 (current edition). This order does not mandate ground lease terms, but advocates setting terms that are reasonably necessary to amortize a tenant's investment. <i>"Most tenant ground leases of 30 to 35 years are sufficient to retire a tenant's initial financing and provide a reasonable return for the tenant's development of major facilities."</i> No term shall exceed 50 years (leases shall not extend beyond 40-years maximum in Montana (MCA 67-10-302 and 7-8-2231)).</p>	<p>None</p>
<p>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:</p> <ol style="list-style-type: none"> 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. <p>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.</p>	<p>N/A. Montana does not have any medium or large hub airports.</p>	<p>N/A.</p>