

**AGENDA**  
**LEXINGTON COUNTY COUNCIL**  
**Committee Meetings**  
**February 25, 2014**  
**Second Floor - County Administration Building**  
**212 South Lake Drive, Lexington, SC 29072**  
**Telephone - 803-785-8103 -- FAX 803-785-8101**

**If special accommodations are needed to participate in this public meeting, please contact the Lexington County Council Office at (803) 785-8103 or [dburnett@lex-co.com](mailto:dburnett@lex-co.com) at least two business days prior to the scheduled meeting date.**

**\*Times are tentatively scheduled committee meetings that may run behind or ahead of schedule; therefore, the times could change by as much as 30 minutes. Also, if time permits, Council may elect to enter into Executive Session to discuss contractual, legal, personnel matters, etc.**

**1:15 p.m. - 2:35 p.m. - Economic Development**

- (1) Project Reclaim - Economic Development - Chuck Whipple, Director
- (2) Memo for Speculative Building Funding Appropriation - Economic Development - Chuck Whipple, Director..... A
- (3) Real Estate Contract with Bristley Acres and Saxe Gotha II, LLC ..... B
- (4) Ordinance 14-02 - An Ordinance Adopting a Supplemental Appropriation to not Exceed Five Million, Nine Hundred Thousand (\$5,900,000.00) Dollars - 1<sup>st</sup> Reading - Economic Development - Chuck Whipple, Director..... C
- (5) Old Business/New Business
- (6) Adjournment

**2:35 p.m. - 2:50 p.m. - Planning and Administration**

- (1) Intergovernmental Agreement Relating to Central Midlands Regional Transit Authority ..... D
- (2) Library Services and Technology Act (LSTA) Grant Award - Library Services - Dee Bedenbaugh, Director..... E
- (3) Old Business/New Business
- (4) Adjournment

**2:50 p.m. - 3:10 p.m. - Public Works & Solid Waste Management**

- (1) Wildlife Road Proposed Road Closing - District 3 - Public Works - Don Rumbaugh..... F
- (2) Proposed Rate - Wood Compost Sales (Goal 2) - Solid Waste Management - Dave Eger, Director..... G
- (3) Old Business/New Business
- (4) Adjournment

**3:10 p.m. - 3:15 p.m. - Airport**

- (1) South Carolina Aeronautics Commission (SCAC) Grant Agreement (Goal 1) - Public Works  
     - Michael Spires, Engineering Associate II ..... H
- (2) Old Business/New Business
- (3) Adjournment

**3:15 p.m. - 4:15 p.m. - Committee of the Whole**

- (1) Possible Executive Session if Time Permits
- (2) Old Business/New Business
- (3) Adjournment

<p><b>GOALS</b></p> <ol style="list-style-type: none"> <li>1. Provide for public services to citizens of Lexington County.</li> <li>2. Manage growth to meet the needs of Lexington County.</li> <li>3. Provide innovative Financial Management.</li> </ol>
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**Economic Development**

- B. Banning, Sr., Chairman
- D. Summers, V Chairman
- J. Kinard
- B. Keisler
- B. Matthews

**Planning & Administration**

- D. Summers, Chairman
- K. Collins, V Chairman
- J. Kinard
- B. Banning, Sr.
- T. Cullum

**Public Works & Solid Waste Management**

- T. Cullum, Chairman
- D. Summers, V Chairman
- B. Keisler
- J. Kinard
- B. Matthews

**Airport**

- F. Townsend, III, Chairman
- J. Kinard, V Chairman
- K. Collins
- B. Matthews
- T. Cullum

**Committee of the Whole**

- J. Jeffcoat, Chairman
- T. Cullum, V Chairman
- J. Kinard
- F. Townsend, III
- K. Collins
- D. Summers
- B. Keisler
- B. Matthews
- B. Banning, Sr.

**AGENDA  
LEXINGTON COUNTY COUNCIL**

**February 25, 2014**

**Second Floor - Dorothy K. Black Council Chambers - County Administration Building  
212 South Lake Drive, Lexington, South Carolina 29072  
Telephone - 803-785-8103 FAX - 803-785-8101**

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**4:30 P.M. - COUNCIL CHAMBERS**

**Call to Order/Invocation**

**Pledge of Allegiance**

**Chairman's Report**

**Administrator's Report**

**Employee Recognition - Joe Mergo, County Administrator**

**Appointments**

(1) Boards and Commissions ..... I

**Bids/Purchases/RFPs**

(1) T-Hangers Additions and Taxilanes Project (Sole Source) - Public Works..... J

(2) Three (3) 800 MHz Radios, Three (3) Mobile Data Terminals, and Three (3) Mobile VHF Radios - Public Safety/EMS ..... K

(3) Three (3) HVAC Unit Replacements - Building Services/Sheriff's Department ..... L

**Approval of Minutes**

(1) Meeting of December 10, 2013..... M

**Committee Reports**

**Economic Development, B. Banning, Sr., Chairman**

(1) Real Estate Contract with Bristley Acres and Saxe Gotha II, LLC ..... B

(2) Ordinance 14-02 - An Ordinance Adopting a Supplemental Appropriation to not Exceed Five Million, Nine Hundred Thousand (\$5,900,000.00) Dollars - 1<sup>st</sup> Reading..... C

**Planning & Administration, D. Summers, Chairman**

- (1) FY 2014-15 Community Development Block Grant (CDBG) Program FY 2014-15 HOME Investment Partnership Program..... N
- (2) Intergovernmental Agreement Relating to Central Midlands Regional Transit Authority ..... D
- (3) Library Services and Technology Act (LSTA) Grant Award..... E

**Airport, F. Townsend, III, Chairman**

- (1) South Carolina Aeronautics Commission (SCAC) Grant Agreement (Goal 1) ..... H

**Budget Amendment Resolutions**

**OLD BUSINESS/NEW BUSINESS**

**EXECUTIVE SESSION/LEGAL BRIEFING**

**MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION**

**ADJOURNMENT**

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**INTERGOVERNMENTAL AGREEMENT  
RELATING TO  
CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY**

*Richland County, South Carolina  
City of Columbia, South Carolina  
City of Forest Acres, South Carolina  
Lexington County, South Carolina  
The Central Midlands Regional Transit Authority*

This agreement (this “Agreement”) is made and entered into as of July 2, 2013, by and among Richland County, South Carolina (“Richland County”), a body politic and corporate with such government rights, privileges, and liabilities as other counties possess under the provisions of the general laws of the State of South Carolina (the “State”); the City of Columbia (the “City of Columbia”), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State; the City of Forest Acres (the “City of Forest Acres”), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State; Lexington County, South Carolina (“Lexington County”), a body politic and corporate with such government rights, privileges and liabilities as other counties possess under the provisions of the general laws of the State; and the Central Midlands Regional Transit Authority (the “CMRTA”), a regional transportation authority created and existing pursuant to South Carolina Code Section 58-25-10, *et seq.*, which has as its members Richland County, the City of Columbia, the City of Forest Acres and Lexington County.

**WITNESSETH:**

**WHEREAS**, the initial funding for the operation of the CMRTA, which was established in 2002, was provided from a number of sources, including funds from South Carolina Electric & Gas Co. (“SCE&G”), a subsidiary of SCANA Corporation, payments from the City of Columbia pursuant to an Agreement dated October 16, 2002, federal funds, and farebox revenues; and

**WHEREAS**, beginning in 2006, funding from SCE&G was decreased and in October 2009, the CMRTA received its final payment from SCE&G; and

**WHEREAS**, beginning in 2006, and continuing through June 30, 2013, funding for the CRMTA from Richland County, the City of Columbia and Lexington County has been provided pursuant to the terms of an Agreement between the CMRTA and City of Columbia dated October 16, 2002, a Memorandum of Understanding and a series of Intergovernmental Agreements.

**WHEREAS**, as a result of a successful Referendum held in Richland County on November 6, 2012, the CMRTA will have a dedicated source of revenue for the continued operation of mass transit services including implementation of near, mid and long-term service improvements in the maximum amount of \$300,991,000 to be provided over not to exceed 22 years, which amount is approximately 29% of the available proceeds of a sales and use tax collected in Richland County beginning May 1, 2013.

**WHEREAS**, the parties to the Agreement now desire to establish the terms and conditions upon which the CMRTA shall receive and utilize its funding to provide a highly effective public transit system within Richland County and portions of Lexington County.

**WHEREAS**, Article VIII, Section 13 of the Constitution of the State provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the financing of the costs thereof; and

**WHEREAS**, by appropriate legislative enactment of Columbia City Council, Richland County Council, Forest Acres City Council, Lexington County Council and the CMRTA, the parties have authorized the execution and delivery of this Agreement by its Richland County Council Chairman, Mayor of the City of Columbia, Mayor of the City of Forest Acres, Lexington County Council Chairman, and Board Chairman of the CMRTA, respectively;

**NOW THEREFORE**, in consideration of the mutual agreements between the parties as set forth herein and other good and valuable consideration, the parties hereto do agree as follows:

SECTION 1  
DEFINITIONS

1.01 Definitions. The terms defined in this Section shall for all purposes of this Agreement have the meanings herein specified. The term:

“2002 Agreement” shall mean the Agreement between the CMRTA and the City dated October 16, 2002.

“Board” shall mean Board of Directors of the CMRTA.

“City of Columbia” shall mean the City of Columbia, South Carolina.

“City of Forest Acres” shall mean the City of Forest Acres, South Carolina.

“Columbia City Council” shall mean the City Council of the City of Columbia, South Carolina.

“CMRTA” shall mean the Central Midlands Regional Transit Authority.

“Council” or “Councils” shall mean Richland County Council and Lexington County Council.

“County” or “Counties” shall mean Richland County and Lexington County.

“Enabling Act” shall mean the Regional Transportation Authority Law codified at Section 58-25-10 et seq. of the Code of Laws of South Carolina, 1976, as amended.

“Forest Acres City Council” shall mean the City Council of the City of Forest Acres, South Carolina.

“Lease Agreement” shall mean the Lease Agreement by and between the City of Columbia and the CMRTA relating to the transfer center located on Sumter Street and bus shelter located on Assembly Street, Columbia, South Carolina.

“Lexington County” shall mean Lexington County, South Carolina.

“Lexington County Council” shall mean the County Council of Lexington County.

“Plan of Service” shall mean the Transit Services provided in the Service Area.

“Richland County” shall mean Richland County, South Carolina.

“Richland County Council” shall mean the County Council of Richland County.

“Rural Transit Services” shall mean administrative, technical, operational and/or contractual support for the operation of transit services in the non-urbanized areas of Richland County as contemplated by Federal

Transit Administration Section 5310: Transportation for Elderly Persons and Persons with Disabilities and Section 5311: Formula Grants for Rural Areas.

“Service Area” shall mean the geographic area in which the CMRTA is currently providing Transit Services, as such Service Area as may be amended from time to time.

“Service and Performance Standards” shall mean the objective criteria to be established by the Board including but not limited to fare box recovery ratios, passengers per hour, and passengers per mile, which shall be used to evaluate performance of individual components of the Transit Services.

“State” shall mean the State of South Carolina.

“Transit Services” shall include but not limited to: (i) fixed route; (ii) ADA Complementary Paratransit Service (Dial-A-Ride-Transit); (iii) shuttle/circulator service; (iv) neighborhood collector service; (v) service in rural areas; (vi) ancillary and related services and amenities, including transfer centers, bus shelters, signage, etc.; and (vii) other services including but not limited to charters, contracted social services, express buses; park and ride, light rail, as shall be determined by the CMRTA Board.

“Transportation Penny” means the one percent (1%) sales and use tax imposed in Richland County and collected beginning May 1, 2013. Available proceeds of the Transportation Penny is the amount of sales and use tax revenue after deducting administrative expenses.

## SECTION 2

### REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of Richland County. Richland County represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement;

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of Richland County to carry out, give effect to, and consummate the transactions contemplated by this Agreement;

(c) this Agreement constitutes a legal, valid, and binding obligation of Richland County, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law; and

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of Richland County, threatened against Richland County, which in any manner questions the validity of any proceedings taken by Richland County Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.02 Representations and Warranties of the City of Columbia. The City of Columbia represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the City of Columbia to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of the City of Columbia, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the City of Columbia, threatened against the City of Columbia, which in any manner questions the validity of any proceedings taken by the Columbia City Council in connection with this Agreement or wherein any unfavorable decision, ruling,

or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.03 Representations and Warranties of the City of Forest Acres. The City of Forest Acres represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the City of Forest Acres to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of the City of Forest Acres, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the City of Forest Acres, threatened against Forest Aces, which in any manner questions the validity of any proceedings taken by the Forest Acres City Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.04 Representations and Warranties of Lexington County. Lexington County represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of Lexington County to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of Lexington County, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of Lexington County, threatened against Lexington County, which in any manner questions the validity of any proceedings taken by Lexington County Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.05 Representations and Warranties of the CMRTA. The CMRTA represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it is a duly and lawfully constituted Regional Transportation Authority and has the authority to exercise all powers as provided in the Enabling Act.

(c) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the CMRTA to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(d) this Agreement constitutes a legal obligation of the CMRTA, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(e) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the CMRTA, threatened against the CMRTA, nor to the best of the knowledge of the CMRTA is there any basis therefore, which in any manner questions the validity of any proceedings taken by the Board in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

### SECTION 3

#### MEMBERS OF THE AUTHORITY

3.01 Members in Richland County. Members of the Authority within Richland County shall be Richland County, the City of Columbia and the City of Forest Acres.

3.02 Members in Lexington County. Lexington County shall be a Member of the CMRTA so long as Transit Services are provided in Lexington County, upon the terms and conditions provided herein. If no Transit Services are provided in Lexington County, Lexington County shall cease to be a member of the CMRTA.

3.03 Additional Members. Additional Members may join in the CMRTA in the future as provided in the Enabling Act, with the consent of Members representing 90% of the population within the Service Area.

3.04 Advisory Members. Any political subdivision within Richland County, Lexington County, or any other county or municipality contiguous to the Service Area may become an Advisory Member of the CMRTA with the approval of the CMRTA Board of Directors.

## SECTION 4

### TRANSIT SERVICES; SERVICE AREA; PLAN OF SERVICE

4.01 Transit Services. The CMRTA shall provide or cause to be provided through one or more independent contractors Transit Services within the Transit Area. The CMRTA may enter into contracts or joint ventures with other transit service providers if necessary and appropriate.

4.02 Compliance with Regulations. Transit Services by the CMRTA shall comply with all State and Federal requirements.

4.03 Current Service Area. The current Service Area consists of the geographic area in which the CMRTA is currently providing Transit Services within the City of Columbia, City of Forest Acres, portions of unincorporated area of Richland County and limited portions of Lexington County, as shown more specifically on Exhibit A.

4.04 Current Plan of Service. The current Plan of Service consists of fixed route and paratransit service Monday through Saturday within the Service Area as shown more specifically on Exhibit A.

4.05 Service and Performance Standards. In establishing Service and Performance Standards, the CMRTA shall give priority consideration to the policy objectives of its Members including but not limited to (i) providing frequent convenient Transit Services in the current Service Area; (ii) providing Transit Services in rural areas; (iii) providing Transit services to suburban areas; and (iv) reducing traffic congestion and enhancing parking availability. The CMRTA shall utilize its Service and Performance Standards in determining changes in the Plan of Service.

4.06 Future Plans of Service. (a) With the dedicated source of local funding within Richland County as approved in the referendum and as provided for herein, the CMRTA shall make modifications, additions, improvements and enhancements to its Plan of Service which are consistent with its Service and Performance Standards and its Vision 2020, as copy of which is attached hereto as Exhibit B.

(b) The CMRTA will review its Plan of Service annually with the Members and cooperate with the Members in meeting current and future transit needs, objective and priorities.

(c) The CMRTA will work with the Central Midlands Council of Governments (CMCOG) to identify opportunities to provide Transit Services in connection with other counties contiguous to Richland County and Lexington County.

4.07. Rural Transit Services.

(a) The CMRTA is requesting that Richland County Council designate it as the direct sub-recipient of FTA Section 5310: Transportation for Elderly Persons and Persons with Disabilities and Section 5311: Formula Grants for Rural Areas, administered through the South Carolina Department of Administration, which designation is necessary to enable the CMRTA to provide Rural Transit Services.

(b) Upon receiving such designation, the CMRTA shall:

(i) Work with the CMCOG, South Carolina Department of Transportation (SCDOT) and the Federal Transit Administration (FTA) to apply for and secure available grant funds to defray the costs of all aspects of providing Rural Transit Services including planning, studies, and operation and capital expenses.

(ii) Work with the CMCOG, SCDOT, FTA, and other public and private providers of Rural Transit Services to undertake a pilot/demonstration project by January 1, 2014, to provide Rural Transit Services in rural portions of the County. The Rural Transit Services offered through the pilot/demonstration project will be provided directly by the CMRTA or in conjunction with one or more public or private transit providers.

(iii) Work with the CMCOG, SCDOT and FTA to assist the CMCOG in undertaking a study of the demand for providing Rural Transit Services throughout the County. This study should be completed by April 1, 2014, or as soon as practicable, by the CMCOG and shall serve as the basis upon which the CMRTA will expend available grant funds in providing Rural Transit Services.

(iv) Work with appropriate County officials including the County Administrator and County Transportation Director to insure that the needs for Rural Transit Services in

Richland County are met. Annual reports, or more frequent reports, if requested, will be made to Richland County Council.

(c) Necessary funding in the form of local matching funds shall be provided by the CMCOG, if available, and the CMRTA through its allocation of the 1% special sales and use tax to match any federal or state funds allocated to CMTRA for the purposes of providing Rural Transit Services.

4.08 Future Service Area. Modifications to the Service Area shall be made as needed to reflect future Plans of Service.

## SECTION 5

### LOCAL FUNDING, FINANCIAL REPORTING

5.01 Richland County. The CMRTA shall make a written request to Richland County Council annually for a distribution of 29% of the available proceeds of the Transportation Penny. The CMRTA agrees that all funding from the Transportation Penny shall be used only for budgeted costs of operations, capital and other expenses of providing Transit Services within or directly benefiting Richland County, the City of Columbia, the City of Forest Acres and other municipalities wholly within Richland County. Richland County shall make quarterly payments to the CMRTA no later than the 30<sup>th</sup> day (or as soon thereafter as practicable) of each month in which it receives a quarterly distribution from the State Treasurer.

5.02 Lexington County. Lexington County shall pay the CMRTA the full cost including operations and capital projects of any and all Transit Services provided within Lexington County. Each year, no later than July 1<sup>st</sup>, Lexington County and the CMRTA shall agree to Transit Services to be provided for that fiscal year and the costs thereof. Lexington County shall make monthly payments no later than the last day of the month.

5.03 Financial Reporting Requirements. (a) The CMRTA shall, on a quarterly basis, no later than 30 days after the end of the previous quarter, provide to the Members a written financial report to include a statement of revenue and expenses, cumulative, year-to-date results as well as comparative information for corresponding periods of the prior year. Payments under this Agreement may be withheld in any quarter until the financial report for the previous quarter is provided as referenced herein.

(b) The CMRTA shall provide a copy of its annual audited financial statements to the Members no later than 30 days after the annual audited financial statements are provided to the CMRTA Board.

5.04 Compliance. The CMRTA shall fully comply with the procedures and requirements set forth in Federal statutes and regulations and State statutes including but not limited to the Freedom of Information Act and the Enabling Act.

5.05 No Additional Financial Obligations. Other than amounts provided for pursuant to Sections 5.01 and 5.02 above, this Agreement imposes no financial obligations on any of the parties to this Agreement.

## SECTION 6

### BOARD OF DIRECTORS

6.01 Board of Directors. The CMRTA shall be governed by a Board of Directors with the authority and responsibilities set forth in the Enabling Act.

6.02 Voting Membership. The Board of Directors shall consist of 11 voting directors (“Voting Directors”) appointed as follows:

Richland County	3
City of Columbia	3
City of Forest Acres	1
Lexington County	1
Richland County Legislative Delegation	3

Each Member of the Authority hereby appoints its Voting Director(s) as shown on Exhibit C attached hereto. Voting Directors shall serve for the term indicated provided that each Voting Director shall serve until a successor has been appointed. A Voting Director may be removed from office by the appointing governing body for misconduct, malfeasance or neglect of duty in office.

6.03 Advisory Members. An Advisory Member of the CMRTA may appoint one advisory director (“Advisory Director”) to the Board. Advisory Director shall be non-voting and not included when determining the presence of a quorum.

SECTION 7

CONTRACTS; PROCUREMENT

7.01 Procurement Policy. The CMRTA shall manage its procurements under the terms of a Procurement Policy which complies with Federal and State requirements.

7.02 Contract Operator. The CMRTA will continue the procurement process currently underway relating to the services of a third party contract operator. The CMRTA shall take all reasonable and necessary actions to have a new contract with a third party contract contractor to be effective by April 1, 2014.

In entering into a new contract, the CMRTA shall include the following provisions:

- (a) As much financial transparency as possible, within the parameters of standards in the transit industry;
- (b) Performance standards expressed in measurable quantitative terms with financial penalties for failure to meet performance standards;
- (c) A term of five years, with renewal options not to exceed five years; and
- (d) To the extent allowed by Federal and State regulations, a goal to utilize local and minority vendors and service providers.

7.03 Expenditures of Local Funds. To the extent permissible by Federal and State regulations, the CMRTA shall establish and implement a program to encourage the expenditures of funds received from the Transportation Penny with small, local, minority enterprises.

SECTION 8

MISCELLANEOUS

8.01 Binding Nature of Agreement; Term of Agreement. This Agreement is intended to satisfy the requirements of the Enabling Act and shall inure to the benefit of and shall be binding in accordance with its terms upon the Richland County Council, Columbia City Council, Forest Acres City Council, Lexington County Council, the Board, and their respective successors in office. This Agreement shall remain in full and force and effect so long as the dedicated source of funding provided for here is available.

8.02 Implementation. All parties shall act reasonably, diligently and in good faith to address all issues that may arise during the implementation of the transactions that are the subject of this Agreement in a commercially reasonable manner so as to accomplish the intended purposes set forth herein, including entering into such other and further documents as are normally required for transactions of similar magnitude and complexity to appropriately address the duties and responsibilities of all parties.

8.03. Default. The failure of any party to make a payment, to satisfy a condition, or to perform an obligation under this Agreement, which failure shall go uncorrected for a period of thirty days after written notice thereof, shall constitute a default as to such party.

8.04. Default Remedies. Any non-defaulting party hereto may seek an injunction or order of specific performance to collect all amounts then due and thereafter to become due from the defaulting party and to enforce all obligations of the defaulting party under this Agreement.

8.05 No Personal Liability. No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present, past, or future member, officer, agent or employee of the Richland County, City of Columbia, City of Forest Acres, Lexington County or the CMRTA in any way other than in his or her official capacity, and neither the members of the Richland County Council, Columbia City Council, Forest Acres City Council, Lexington County Council or the Board, nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the obligations or agreements of Richland County, the City of Columbia, the City of Forest Acres, Lexington County or the CMRTA contained in this Agreement.

8.06 Termination of 2002 Agreement. The 2002 Agreement between the CMRTA and the City of Columbia is hereby terminated. The CMRTA and the City of Columbia are each relieved of any further obligations under the terms of the 2002 Agreement.

8.07 Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated, except in accordance with the express provisions of this Agreement or with the written consent of Members of the Authority representing 90% of the population of the Service Area.

8.08 Captions. The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define any or all of the provisions of this Agreement.

8.09 Sections; Headings. The sections, headings and other titles to paragraphs of this Agreement are inserted solely for the convenience of reference. None shall in any way define, limit, extend or aid in the construction of the scope, extent, meaning or intent of this Agreement.

8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

8.11 No Construction Against Drafter. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

8.12 Severability. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

8.13 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State, and by their signatures herein below, the parties consent to the exclusive jurisdiction of the courts of Richland County for resolution of any dispute arising hereunder.

8.14 Further Resolutions or Ordinances. To the extent required by the laws of the State, Richland County, the City of Columbia, the City of Forest Acres, Richland County, and Lexington County agree to adopt one or more resolutions or to enact one or more ordinances as necessary to effect the agreements provided for in this Agreement. The CMRTA further agrees to adopt one or more resolutions as necessary to effect the agreements provided for in this Agreement.

8.15 Notices. All notices or other communications hereunder shall be sufficiently given and shall

be deemed given when mailed by U.S. Mail addressed as follows:

**If to Richland County:**

Richland County, South Carolina  
Attn: County Administrator  
2020 Hampton Street  
Columbia, South Carolina 29202

**With a copy to:**

Richland County, South Carolina  
Attn: County Attorney  
2020 Hampton Street  
Columbia, South Carolina 29202

**If to the City of Columbia:**

City of Columbia, South Carolina  
Attn: City Manager  
P.O. Box 147  
Columbia, South Carolina 29217

**With a copy to:**

City of Columbia, South Carolina  
Attn: City Attorney  
P.O. Box 667  
Columbia, South Carolina 29201

**If to the City of Forest Acres**

City of Forest Acres  
Attn: City Administrator  
Post Office Box 6587  
Forest Acres, South Carolina 29260-6587

**With a copy to:**

City of Forest Acres  
Attn: City Attorney  
Post Office Box 687  
Forest Acres, South Carolina 29260-6587

**If to Lexington County**

Lexington County, South Carolina  
Attn: County Administrator  
212 S. Lake Drive  
Lexington, South Carolina 29072

**With a copy to:**

Lexington County, South Carolina  
Attn: County Attorney  
140 E. Main Street  
Lexington, South Carolina 29072

**If to the CMRTA:**

Central Midlands Regional Transit Authority  
Attn: Executive Director  
P.O. Box 214  
Columbia, South Carolina 29202

**With a copy to:**

McNair Law Firm, P.A.  
Attn: Francenia B. Heizer, Esquire  
Post Office Box 11390  
Columbia, South Carolina 29211

SECTION 9

THIRD PARTY BENEFICIARIES

9.01 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Agreement on the respective dates indicated below.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_

Its: Chairman, Richland County Council

SEAL)

ATTEST:

By: \_\_\_\_\_

Its: Clerk to Richland County Council

Date: \_\_\_\_\_, 2013

CITY OF COLUMBIA, SOUTH CAROLINA

By: \_\_\_\_\_

Its: Mayor

SEAL)

ATTEST:

By: \_\_\_\_\_

Its: Clerk to Columbia City Council

Date: \_\_\_\_\_, 2013

CITY OF FOREST ACRES, SOUTH CAROLINA

By: \_\_\_\_\_

Its: Mayor

SEAL)

ATTEST:

By: \_\_\_\_\_

Its: Clerk to Forest Acres City Council

Date: \_\_\_\_\_, 2013

LEXINGTON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_

Its: Chairman, Lexington County Council

SEAL)

ATTEST:

By: \_\_\_\_\_

Its: Clerk, Lexington County Council

Date: \_\_\_\_\_, 2013

Signature Page to Intergovernmental Agreement

CENTRAL MIDLANDS REGIONAL TRANSIT  
AUTHORITY

By: \_\_\_\_\_

Its: Chairman, Board of Directors

SEAL)

ATTEST:

By: \_\_\_\_\_

Its: Secretary, Board of Directors

Signature Page to Intergovernmental Agreement

EXHIBIT A  
ROUTE MAP  
[SEE ATTACHED]

A-1

EXHIBIT B  
VISION 2020  
[SEE ATTACHED]

B-1

EXHIBIT C

BOARD OF DIRECTORS

Richland County Appointees - 3

Kelvin Washington Term \_\_\_\_\_

Mac Bennett Term \_\_\_\_\_

Jennifer Harding Term \_\_\_\_\_

City of Columbia Appointees - 3

Brian Newman Term \_\_\_\_\_

Derrick Huggins Term \_\_\_\_\_

Ron Anderson Term \_\_\_\_\_

City of Forest Acres Appointee - 1

Jake Broom Term \_\_\_\_\_

County of Lexington Appointee - 1

Lil Mood Term \_\_\_\_\_

Richland County Legislative Delegation  
Appointees - 3

Joseph Neal Term \_\_\_\_\_

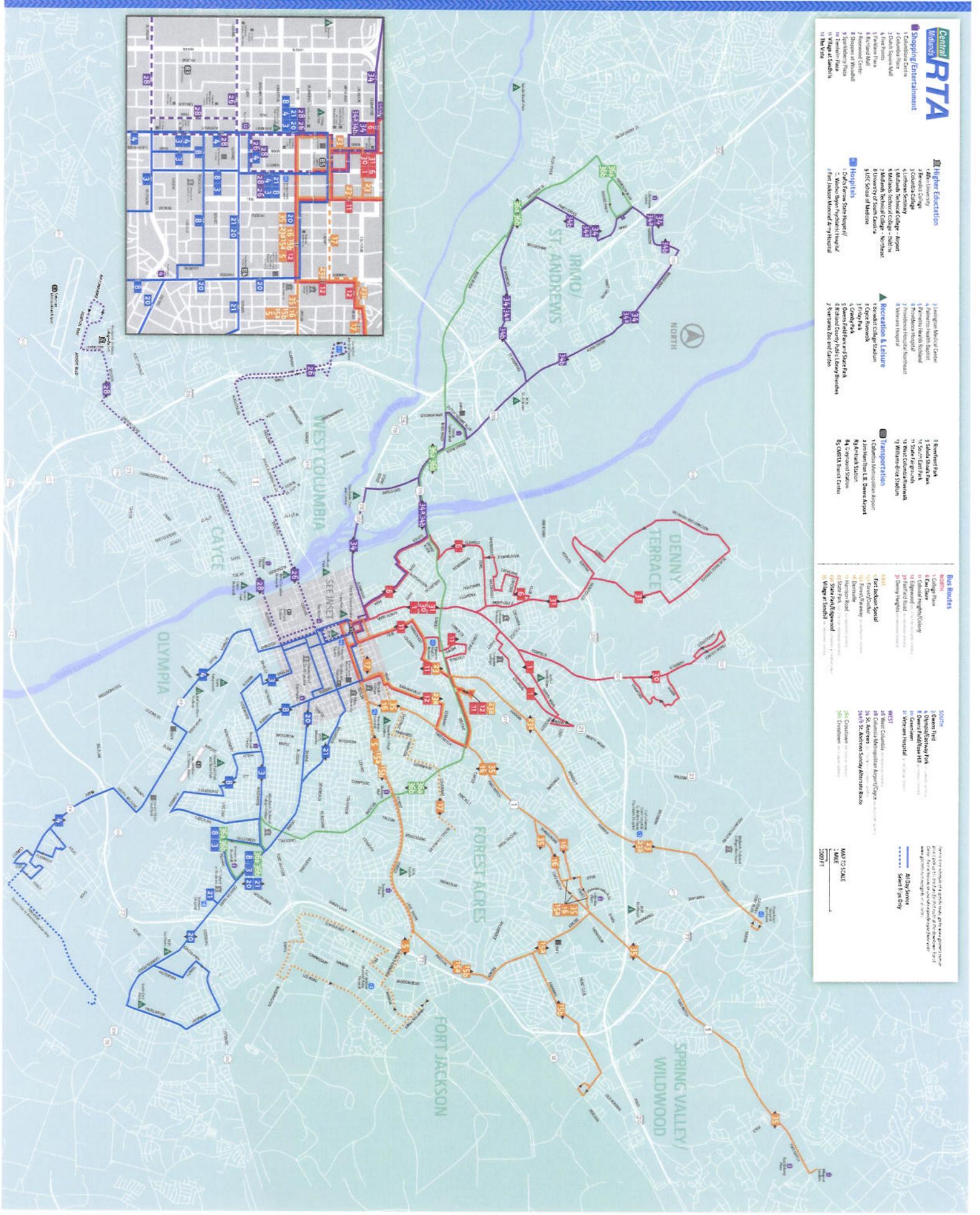
Caroline Whitson Term \_\_\_\_\_

Tiffany Johnson Gunn Term \_\_\_\_\_

County of Lexington Advisory Committee Members

Skip Jenkins

Debbie Summers



**Central Midlands RTA**

- Higher Education**
  - 1 Benedict College
  - 2 Benedict College
  - 3 Columbia College
  - 4 University of South Carolina - Columbia
  - 5 University of South Carolina - Aiken
  - 6 University of South Carolina - Spartanburg
  - 7 University of South Carolina - Florence
  - 8 University of South Carolina - Anderson
  - 9 University of South Carolina - Greenville
  - 10 University of South Carolina - Columbia
  - 11 University of South Carolina - Columbia
  - 12 University of South Carolina - Columbia
  - 13 The Village at Southville
- Shopping/Entertainment**
  - 1 University Mall Center
  - 2 University Mall Center
  - 3 University Mall Center
  - 4 University Mall Center
  - 5 University Mall Center
  - 6 University Mall Center
  - 7 University Mall Center
  - 8 University Mall Center
  - 9 University Mall Center
  - 10 University Mall Center
  - 11 University Mall Center
  - 12 University Mall Center
  - 13 University Mall Center
- Recreation & Leisure**
  - 1 Recreation Center
  - 2 Recreation Center
  - 3 Recreation Center
  - 4 Recreation Center
  - 5 Recreation Center
  - 6 Recreation Center
  - 7 Recreation Center
  - 8 Recreation Center
  - 9 Recreation Center
  - 10 Recreation Center
  - 11 Recreation Center
  - 12 Recreation Center
  - 13 Recreation Center
- Transportation**
  - 1 Columbia Metropolitan Airport
  - 2 Columbia Metropolitan Airport
  - 3 Columbia Metropolitan Airport
  - 4 Columbia Metropolitan Airport
  - 5 Columbia Metropolitan Airport
  - 6 Columbia Metropolitan Airport
  - 7 Columbia Metropolitan Airport
  - 8 Columbia Metropolitan Airport
  - 9 Columbia Metropolitan Airport
  - 10 Columbia Metropolitan Airport
  - 11 Columbia Metropolitan Airport
  - 12 Columbia Metropolitan Airport
  - 13 Columbia Metropolitan Airport

**North Routes**

- 1 College Park
- 2 College Park
- 3 College Park
- 4 College Park
- 5 College Park
- 6 College Park
- 7 College Park
- 8 College Park
- 9 College Park
- 10 College Park
- 11 College Park
- 12 College Park
- 13 College Park

**South Routes**

- 1 Denny Terrace
- 2 Denny Terrace
- 3 Denny Terrace
- 4 Denny Terrace
- 5 Denny Terrace
- 6 Denny Terrace
- 7 Denny Terrace
- 8 Denny Terrace
- 9 Denny Terrace
- 10 Denny Terrace
- 11 Denny Terrace
- 12 Denny Terrace
- 13 Denny Terrace

**West Routes**

- 1 West Columbia
- 2 West Columbia
- 3 West Columbia
- 4 West Columbia
- 5 West Columbia
- 6 West Columbia
- 7 West Columbia
- 8 West Columbia
- 9 West Columbia
- 10 West Columbia
- 11 West Columbia
- 12 West Columbia
- 13 West Columbia

**East Routes**

- 1 Irmo/St. Andrews
- 2 Irmo/St. Andrews
- 3 Irmo/St. Andrews
- 4 Irmo/St. Andrews
- 5 Irmo/St. Andrews
- 6 Irmo/St. Andrews
- 7 Irmo/St. Andrews
- 8 Irmo/St. Andrews
- 9 Irmo/St. Andrews
- 10 Irmo/St. Andrews
- 11 Irmo/St. Andrews
- 12 Irmo/St. Andrews
- 13 Irmo/St. Andrews

**MAP SCALE**  
 1" = 1000 FT



# VISION : 2020

## Operations Roadmap

**Vision: 2020** presented by the Central Midlands Regional Transit Authority (CMRTA) proposes a new direction and approach to public transportation in the Midlands that will create a more innovative, connected and accessible system to facilitate a better quality of life for all Richland County citizens.

The conversion of compressed natural gas (CNG) as a new fuel source for the CMRTA's transit fleet will not only be a major investment in the infrastructure for CMRTA- helping the system save up to 40% of fuel cost while mitigating its impact on the environment, but it will also create much-needed infrastructure for the entire region that allows local businesses and governments to use and develop cleaner, American homegrown energy while boosting the economic development potential for the entire region.

The development of high-frequency service along high-capacity corridors will provide greater connectivity and added convenience for riders during peak hours so that they can get to work, school and retail in a more efficient manner.

The CMRTA will also restructure service to begin serving neighborhoods with lower-density routes with smaller buses to directly connect riders with the higher-capacity transit corridors. This change will enhance efficiency, provide opportunity for increased ridership and better connect neighborhoods to the downtown business corridors.

With new technologies and improved infrastructure the CMRTA will create a more intelligent transit system. Some of these measures include implementing the automated vehicle locator (AVL) and enhanced GPS- tracking to provide real-time arrival and departure information for riders so that they can more efficiently plan their trips using their smart phones or the

redesigned CMRTA website. And the new smartcard fare payment technology will allow riders to quickly and easily recharge their transit passes at terminals to speed rider commutes.

All of these innovations and service enhancements will enable a more robust, accessible service for the citizens of Richland County to live, to work and to play. Increased frequency, more coverage and greater connection will contribute to a higher quality of life for all.

The Central Midlands Regional Transit Authority's ***Vision: 2020*** reflects a new philosophy and approach to service. ***Vision: 2020*** is simply about growing ridership by providing amazing service for our transit riders while constantly attracting new customers and building community-wide support. By focusing on job connectivity, job growth and livable communities, CMRTA services will become a transportation style. ***Vision: 2020's*** operational plan targets improving existing services, creating new services and bringing about innovative technologies/infrastructure to support current and future riders. The changes include:

- **ENHANCED SERVICES: High-Capacity Transit Corridors and Local Routes:**
  - Traditional transit but with high frequency to make riding transit easy and convenient.
  - Ridership rates are well-above other routes with high demand for more services.
  - Enhancements target frequency, expanded evenings and restored Sundays.
  - Local routes will build on existing successful services and connect people with jobs and shopping. These services will see high frequency peak hours, as supported by ridership.
- **NEW SERVICE TYPE: Limited Stop Express (LSE) Routes:**
  - Travels along major metro transit corridors, stopping only at major intersections, transfer points, large employment areas and retail centers.
  - Limited Stop Express routes are designed to operate both directions to serve suburban and metro commuters. Initially, these routes will only operate during peak periods. Service will expand as supported by ridership.
- **NEW TECHNOLOGY: Compressed Natural Gas (CNG):**
  - **Compressed Natural Gas (CNG):** As part of its environmental commitment and emphasis on supporting American industry, CMRTA will actively pursue CNG as its fuel type for its transit fleet. CMRTA's leadership in this area brings considerable federal funds and investment that can act as a catalyst for alternative fuel use in the Midlands.

- By opening the first permanent natural gas fuel station to the Midlands, it opens to doors to other fleets from Richland County, City of Columbia, State of South Carolina, University of South Carolina and School Bus fleets.
- CMRTA will pursue a strong public-private partnership to bring CNG fuel to the retail market, allowing private citizens to purchase flex fuel, natural gas or hybrid-gas vehicles and fuel for local or regional travel. Emerging green technology—such as bio-gas production—will help establish new industries in the Midlands.
- Natural gas has lower tailpipe emissions, is a US-based fuel product that creates US jobs, costs about 40% less than diesel fuel and permits CMRTA to stretch its dollars even-farther. It is very expensive to build the on-site infrastructure and buy the new transit fleet.
- **NEW SERVICE TYPE: Neighborhood Service & Flex Routes:**
  - Redesigns low-productivity transit routes and uses small buses in neighborhoods to directly connect people with high-capacity transit corridors.
  - Flex routes allow buses to leave neighborhood service routes to pick-up or drop-off customers in low-density areas. Usually operate in peak service only but use dial-a-ride options in mid-day, evening and on weekends.
  - Creates more independence and ridership options for persons with disabilities and the elderly.
  - High ridership and strong fare collection allows the small services to grow into full-service transit routes.
- **NEW SERVICE TYPE: Park & Ride Express Routes:**
  - Dedicated service to parking areas with express service to major employment sites via the region's interstate highway network but will also circulate through downtown to minimize transfers.
  - Connect people with jobs or events (downtown employers, events/concerts, USC, etc.) over a longer distance.
  - Operates only during peak periods or dedicated event times. All routes will travel into downtown Columbia in the morning and from downtown Columbia in the afternoon with connections to other routes.
  - Allows metro workers to reach suburban retail areas for employment while suburban service increases access to metro job markets.

- Transit Technologies: Compressed Natural Gas (CNG) buses; real time arrival and departure information for transfer points and smart phones; web-based transit trip planning and trip matching services for ride-share and vanpool programs; new shelters and benches to match the service types; and a new downtown transit center to support downtown revitalization.

#### **High-Capacity Transit Corridors and Enhanced Local Routes:**

- Corridor #1: N. Main/Columbia College: Enhanced to 30-minute all-day service, later evenings, enhanced weekend and restored Sunday service. Key residential and retail corridor with service to Columbia College and Eau Claire Community Center.
- Corridor #2: Palmetto Health Richland/Farrow Rd: Enhanced to 30-minute peak service, later evenings, enhanced weekend and restored Sunday service. Will use neighborhood and flex services on weekends to connect to other routes. Key access to Palmetto Health, SC Health Department and large state employment sites.
- Corridor #3: Two Notch Rd: 30 minute all-day service with new Limited Stop Express route during peak periods to provide near 15-minute service during peak travel times; restore evenings, enhance weekends and restore Sundays. Will enhance a major retail, residential and employment corridor that will reduce auto traffic and connect with new services to the Village at Sandhill.
- Corridor #4: Forest Dr: Enhanced to 30-minute peak service, later evenings, enhanced weekend and restored Sundays. Possible Limited Stop Express to Ft. Jackson for support workers and families attending Army graduation ceremonies/events. Route supports a growing retail and residential corridor.
- Corridor #5: Assembly/Bluff Rd.: Enhanced to 30-minute peak service and 60-minute midday service. Will use neighborhood and flex services on weekends to connect to other routes. Enhances transportation for University of South Carolina students and workers to campus with increased access to special events at Williams-Brice Stadium and State Fairgrounds. High use by students from the University of South Carolina/Midlands Technical College will allow for 20-minute frequency all day.
- Corridor #6: Devine/Garner's Ferry: Enhanced service for the entire area, expanding to Greenlawn Ave. with 30-minute all-day service. A new Hopkins Limited Stop Express route during peak periods will provide near 15-minute service during peak travel times. Restores evenings and Saturdays with Sunday neighborhood service and flex services. Enhanced service to Midlands Technical College, Benedict College housing, Veterans' Administration Hospital and Shandon community.

- Corridor #7: Broad River/Harbison: Enhanced with 30-minute peak frequencies; enhanced evening and weekend service, including Sundays. Expanded frequency to Dutch Square Mall, state employment centers and Harbison Rd. retail/employment sites. High ridership builds toward a downtown-to-shopping weekend express service.
- Downtown Circulator: This high-frequency service into downtown Columbia creates the opportunity for a downtown circulator at a much lower cost. As buses arrive downtown, they will depart the new transit center and “orbit” downtown to connect the north and south ends to include Bull and Assembly streets. Quick access to downtown high-rises, University of South Carolina campus and The Vista without having to transfer routes to get there.

### **Neighborhood Service Routes & Flex Routes:**

- Eau Claire: Connects Earlewood, Sunset Rd. and Eau Claire neighborhoods with Broad River and N. Main corridors. Fixed route services give customers quick access to shopping or connections into downtown and Palmetto Health Richland.
- Colonial Dr./W. Beltline: Connects the neighborhoods between N. Main St. and Two-Notch Rd. to downtown with connections at Farrow Rd. providing increased opportunity to reach job centers.
- Monticello Rd./Denny Terrace: Flex Route with possible dial-a-ride service to connect Denny Terrace, Eau Claire and N. Main St. communities with evening/weekend service.
- Fairfield Rd./ Wilson Rd.: Flex Route with possible dial-a-ride service to connect the Wilson Rd. and Northeast Richland County with the N. Main St and Farrow Rd. corridors. Allows for evening and weekend transit services.
- Forest Acres: Flex Route with possible dial-a-ride service to connect Forest Acres with Two Notch, Forest Dr. and possibly Devine/Garner’s Ferry. Allows for evening and weekend transit services.
- Millwood/Shandon: Flex Route with possible dial-a-ride service to connect The Millwood and Shandon areas with the Forest Dr. as well as Devine/Garner’s Ferry Corridors. Also provides connections into Five Points and the University of South Carolina campus. Allows for evening and weekend transit services.
- Rosewood Dr.: Connects Hollywood/Rose Hill/Rosewood neighborhoods with the Devine/Garner’s Ferry and the Assembly/Bluff Rd. high frequency corridors with access at Midlands Technical College and Assembly St. Allows for evening and weekend transit services.

- Bush River Rd./St. Andrews: Connects the Bush River Rd. St. Andrews area with the shopping and employment areas of Bower Parkway, Harbison Rd. and Lake Murray Blvd. and the new Palmetto Health Parkridge. Allows for evening and weekend transit services.

### **New Routes Enhanced Local Routes & Neighborhood Service/Flex Routes**

- Two Notch Road Local: Creates a new local service along Two Notch Rd. that operates between Columbia Place Mall and the Village at Sandhill. This route will operate bi-directionally to take commuters to job centers in both the city and suburbs.
- Two Notch Road Limited Stop Express: Creates a Limited Stop Express that operates from downtown Columbia along Two Notch Road to Columbia Place Mall (or beyond). This route will make limited stops only at major points of interest to our customers. This route will operate bi-directionally bringing commuters to job centers in the city and out to the suburbs. Service will operate during peak periods.
- College Special: Connects various off-campus apartments for the University of South Carolina, Allen University and Benedict College students, to the entertainment district of Five Points. This route will operate from Bluff Road to Two Notch Road via Blossom/Harden Streets.
- Hopkins Limited Stop Express: Limited Stop Express between Hopkins and downtown Columbia via Garners Ferry Road. Service during peak periods will operate bi-directionally bringing commuters to job centers into the city and out to the suburbs.
- Gamecock/Event Shuttles: Shuttles to connect downtown Columbia restaurants, hotels and parking garages and The Vista to Williams-Brice Stadium. This enhanced-fare service will provide circulator-style transit in the downtown Columbia/University of South Carolina areas, based on demand.
- Rural Transportation: Key to a successful transportation plan is a service as diverse as its communities. Rural communities have distinct needs, focused mainly on access to employment centers and medical care. Solutions—developed in conjunction with communities—will include dedicated van pool programs, volunteer rideshare programs and CMRTA technical support for private transportation providers. These services will plug outlying communities into the metro transportation network for access to higher education, medical care and employment. As demand builds, new fixed routes and park and rides will follow.
- Expanded DART service for persons with disabilities as service areas grow, as well as access to all fixed routes, and all dial-a-ride/flex services.

### **New Routes Enhanced Park & Ride Express routes**

- **Northwest (I-26) Express:** New service from I-26 Exit 97 (Peak) through Columbiana Mall (Harbison) and then back to I-26 into downtown Columbia. Service will operate during peak periods will take commuters to job centers into the city and out to the suburbs.
- **Northeast (I-77) Express:** New service from Blythewood through Killian Road, Palmetto Health Richland to downtown Columbia. Service will operate during peak periods. This route will operate toward Columbia in the mornings and toward Blythewood in the afternoons.
- **East (I-20) Richland Express:** Creates a service that operates from the Village at Sandhill via Clemson Road, I-20, Columbia Place Mall, Palmetto Health/ Richland Hospital to downtown Columbia. Service will operate during peak periods. This route will operate bi-directionally bringing commuters to job centers into the city and out to the suburbs.
- **Gamecock/Event Shuttles:** New Park & Ride routes from the Northwest, Northeast and East Richland Park & Ride locations for University of South Carolina football games and special events. This premium-fare service will provide round trip express services from key locations to downtown for game day activities based on demand.

### **Innovations for Partnerships & Transit Technologies**

- **Downtown Circulator:** In addition to the emphasis on connecting workers, students and visitors throughout downtown, new partnerships within the Richland/Columbia area will permit the creation of a circulator to connect hotels, convention centers and restaurants.
- **Dedicated Job-Center Routes:** As new industry arrives and existing businesses expand, shift work at major employment sites can become more challenging and can create increased burden on the local infrastructure (traffic, lack of surface parking). New partnerships with large employers allows for specialized transit routes (open to the public) from downtown to industrial parks, warehouses or manufacturing centers.
- **Lexington County Transportation Options:** While focused on Richland County as the primary funding source, Lexington County and its many towns and communities will have access to similar programs and services on a pay-as-you-go basis. Several high-capacity transit and Park & Ride corridors exist in Lexington County the opportunity to add neighborhood service and flex/dial-a-ride programs services in outlying communities.

- University & Commuter Connections: CMRTA's 2013 programs to begin connecting students to transit will begin with new lower-cost fare options for students to encourage more use by high school & college students. Partnerships with universities, school districts and major employer locations will allow us to connect a whole new passenger base with a whole new set of commute options.
- Intelligent Transit Systems (a sample of popular technologies):
  - CMRTA will take the next step in technology by adding automated vehicle location (AVL) to allow real-time arrival and departure information for customers at stops or on smart phones.
  - GPS-tracking on buses can help trigger lights to turn green on major corridors helping push the buses through clogged city traffic and speed up commute times.
  - New technology will text passengers when their buses will arrive (with user-defined settings) and even let them track the closest bus while waiting on the street corner and use web-based trip planning on the new CMRTA web-site.
  - Smartphone apps for visitors can link them to transit and QRT/bar-code technology around town can tell tourists about routes and services on-the-go.
  - Smartcard fare payment technology will allow customers to ride with the tap of their card and can recharge their transit passes at terminals (similar to an ATM). This also provides real-time bus arrival information, general passenger information and advertising revenue for the system.
- Rider Amenities (a sample of popular amenities):
  - An improved downtown Transit Center with off-street bus access and off-street waiting areas. The new downtown transit center will give customers a more secure, convenient and cleaner way to ride transit services. Buses will no longer line up downtown for route transfers therefore downtown sidewalks will be easier to navigate for pedestrians. Customers will be able to catch their buses at the same gate every day to improve reliability and get them home on time.
  - New buses for all routes and services are vital to improving CMRTA services.
    - New buses for major corridors will be state-of-the-art, low-floor buses. New, on-board technologies will announce major stops, digitally display the cross-streets and include on-board security cameras. New ergonomic seating with stainless steel interiors (and on-board Wi-Fi for Park & Ride routes) will create the look and feel of a light-rail train car.

- New neighborhood service and flex route buses will be smaller, less expensive to operate and more neighborhood friendly. In addition to being quieter, they have a lower profile, take up less of the road and support the feeling of community. They are less expensive to purchase and permit service in new areas until ridership grows.
- Larger-capacity bicycle racks to support growing use of transit for bicyclists—in partnership with business and employers—will encourage riders to bike to the route and ride transit to their destination.
- Brand new benches, shelters and signs with enhanced services at Super Stops and neighborhood connection points will feature solar lighting; reflective decals and real time arrival information at enhanced stops will make for safer and more convenient transfers. Trash and recycling bins will make it easier to keep the areas clean and neat. All bus stop signs will be replaced with high visibility signage to include the route and travel information.



**COUNTY OF LEXINGTON  
LIBRARY FEDERAL FUNDS  
Annual Budget  
Fiscal Year - 2013-14**

Object Code	Revenue Account Title	Actual 2011-12	Received Thru Jun 2012-13	Amended Budget Thru Jun 2012-13	Projected Revenues Thru Jun 2012-13	Requested 2013-14	Approved 2013-14	Awarded 2013-14
<b>* Library Federal Funds 2340:</b>								
<b>Revenues (Organization: 000000)</b>								
457000	Federal Grant Income	0	450	529	529	1,988	1,988	1,988
<b>** Total Revenue</b>		<b>0</b>	<b>450</b>	<b>529</b>	<b>529</b>	<b>1,988</b>	<b>1,988</b>	<b>1,988</b>
<b>***Total Appropriation</b>					<b>529</b>	<b>1,988</b>	<b>1,988</b>	<b>1,988</b>
FUND BALANCE								
Beginning of Year					<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
FUND BALANCE - Projected					<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
End of Year					<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Fund: 2340  
Division: Library  
Organization: 230099 - Library/Non-Departmental

Object Code	Expenditure Classification	<b>BUDGET</b>					
		2011-12 Expend	2012-13 Expend (Jun)	2012-13 Amended (Jun)	2013-14 Requested	2013-14 Approved	2013-14 Awarded
<b>Personnel</b>							
<b>* Total Personnel</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Operating Expenses</b>							
521200	Operating Supplies	0	450	529	0	0	0
525210	Conference, Meeting & Training Expense	0	0	0	1,988	1,988	1,988
<b>* Total Operating</b>		<b>0</b>	<b>450</b>	<b>529</b>	<b>1,988</b>	<b>1,988</b>	<b>1,988</b>
<b>** Total Personnel &amp; Operating</b>		<b>0</b>	<b>450</b>	<b>529</b>	<b>1,988</b>	<b>1,988</b>	<b>1,988</b>
<b>Capital</b>							
<b>** Total Capital</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>*** Total Budget Appropriation</b>		<b>0</b>	<b>450</b>	<b>529</b>	<b>1,988</b>	<b>1,988</b>	<b>1,988</b>



# STATE LIBRARY

**SOUTH CAROLINA STATE LIBRARY  
LIBRARY SERVICES AND TECHNOLOGY ACT  
GRANT AWARD NOTIFICATION – PROGRAM YEAR 2013 FUNDS  
P.L. 108-81, AS AMENDED - LS-00-13-0041-13, CFDA No. 45.310**

2/2

<b>RECIPIENT NAME &amp; ADDRESS</b> Lexington County Library 5440 Augusta Road Lexington SC 29072  Denise Bedenbaugh, Director <a href="mailto:dbedenbaugh@lex.lib.sc.us">dbedenbaugh@lex.lib.sc.us</a>	<b>DATE OF AWARD:</b> 1-20-14
	<b>AWARD NUMBER:</b> IIIA-13-102
<b>LSTA PROJECT CATEGORY:</b> Tuition Assistance County Library	<b>PROJECT TITLE :</b> Tuition Assistance - Lexington – A. Brown
<b>Federal Grant Period for FFY13 LSTA, South Carolina State Award:</b> October 1, 2012 – September 30, 2014	<b>AWARD AMOUNT:</b> \$ 1988.00
<b>INTERIM REPORTS DUE:</b> N/A	<b>PERIOD FOR GRANTEE SUBMISSION OF FINANCIAL INVOICES FOR REIMBURSEMENT:</b> October 1, 2013 through August 15, 2014
Direct questions about your project and LSTA requirements to Kathy Sheppard, LSTA Coordinator, (803)734-8653, <a href="mailto:ksheppard@statelibrary.sc.gov">ksheppard@statelibrary.sc.gov</a> . For information about reimbursement payments, contact Paula James, Finance Director, (803)734-8917, <a href="mailto:pjames@statelibrary.sc.gov">pjames@statelibrary.sc.gov</a> . For questions or concerns related to the administration of LSTA in South Carolina contact the State Library Director.	
<b>South Carolina State Library PO Box 11469 Columbia, SC 29211</b>	<b>Phone: 803-734-8666 Toll-Free: 1-888-221-4643 Fax: 803-734-8676</b>

### BASIC AWARD INFORMATION



This document is the formal announcement of a grant awarded under the Library Services and Technology Act (LSTA) for the purposes of the Act and for state goals identified in South Carolina's 2013-2017 Five-Year LSTA State Plan (including any forthcoming amendments approved by IMLS). The award is to be used ONLY for the support of the grantee's approved project and for any forthcoming revisions approved by the South Carolina State Library. Keep this document with your financial records.

The grant award number must be used on all correspondence directed to the SC State Library concerning this grant. Project changes requiring prior approval include new or substantial changes to the budget, goals, objectives or activities as documented in the grantee's original project application.

All recipients of LSTA grants are required to credit IMLS and the SC State Library in all publications and activities in conjunction with the use of grant funds. Please refer to the "Grantee Communications Kit" for appropriate forms.

**South Carolina State Library Authorizing Official: Hulen Bivins, Director**

\_\_\_\_\_  
Hulen Bivins Signature

\_\_\_\_\_  
Date

Lib



**COUNTY OF LEXINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**ENGINEERING**

**M E M O R A N D U M**

DATE: February 25, 2014  
TO: Joe Mergo, III, County Administrator  
FROM: Don Rumbaugh, Engineering Associate IV  
Wrenn Barrett, PE, Public Works Director  
RE: Wildlife Road Proposed Road Closing – District 3

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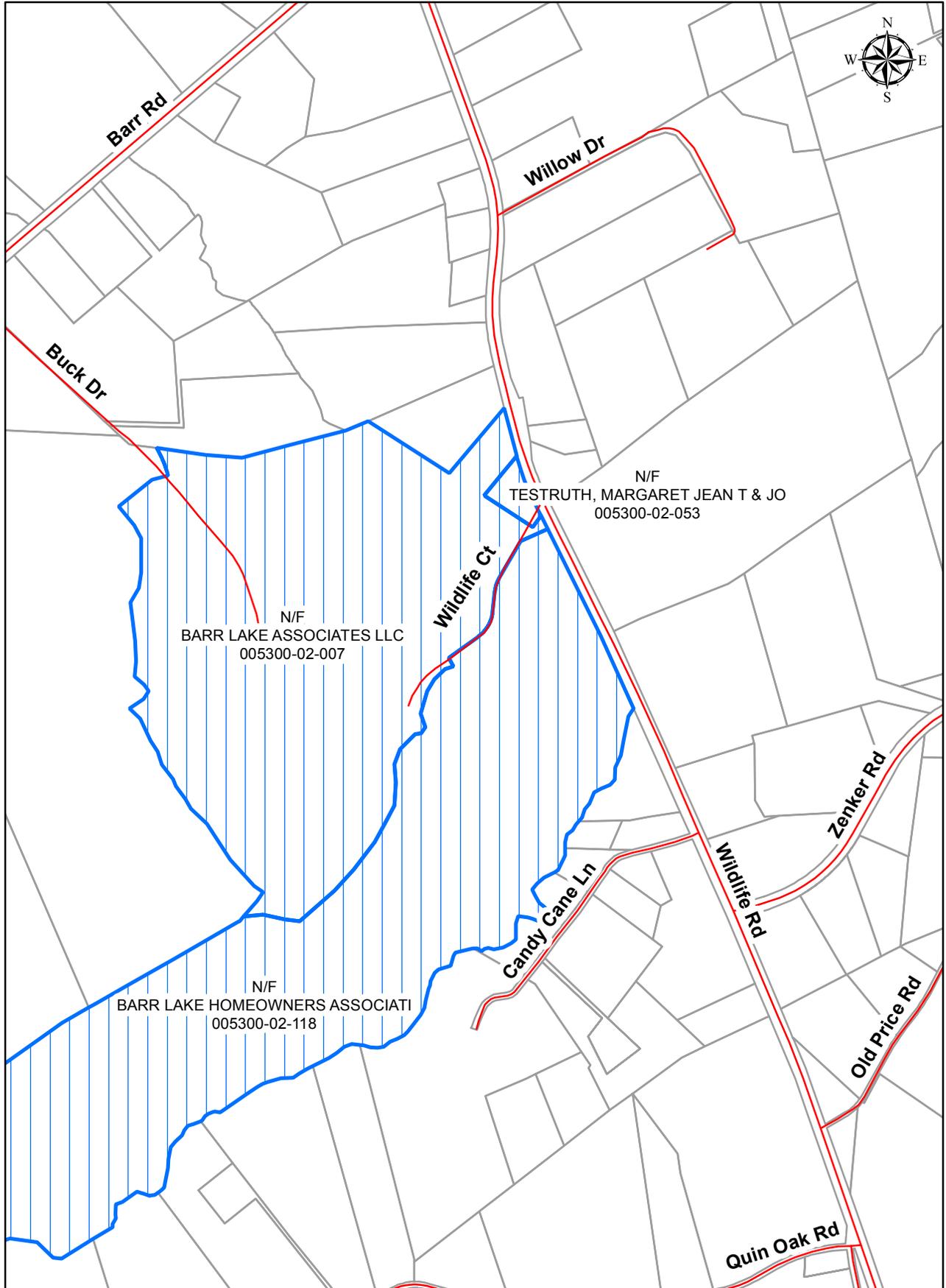
Lexington County Public Works has received a request from Barr Lake Associates, LLC to close Wildlife Court. This is a dead end county maintained road, which is approximately 1240 feet in length. There are three tracts of land adjoining this road, two of these are owned by the petitioner, and the third tract is owned by Ms. Margaret Testruth (See attached map). Ms. Testruth has indicated that she is in agreement to the closing of this road.

A traffic count was performed on this road January 14 – 17, it was 4 ADT. David Kerr, Director of Public Safety, has indicated that they do not have a response time issue pertaining to the closing of this road

Based on the preliminary information provided to Public Works, the Public Works Department has no objection with this road closing.

**Requested Action: To be presented to the Public Works Committee for information and approval at the February 25, 2014 meeting.**

# WILDLIFE COURT





# COUNTY OF LEXINGTON

## SOLID WASTE MANAGEMENT DEPARTMENT

498 Landfill Lane  
Lexington, SC 29073  
Telephone: 803-755-3325  
Fax: 803-755-3833

### MEMO

**To:** Joe G. Mergo, III, County Administrator  
**From:** David L. Eger, Solid Waste Management Director   
**Date:** February 10, 2014  
**Subject:** Proposed Rate - Wood Compost Sales

Beginning on February 17, 2010 wood waste diverted from landfill disposal was accepted and stock piled at the Edmund Wood Grinding and Compost Facility for processing. Since that time, the mulch product has been marketed as mulch and boiler fuel. With the increase in volume of wood waste and now the diversion of yard waste material, composting has become an important means of processing the material. During the Spring of 2014, the first full screening of compost piles is anticipated to generate 500 to 1,000 tons of finished compost available for sale to residents and commercial companies. Annual output is estimated at 4,000 tons. In order to facilitate the sale of the compost, the following rate is proposed for approval.

**Compost:**

- Resident or Commercial/Municipal Vehicle Load (Any Size vehicle) - \$30.00 per ton

This rate is set below the commercial compost rates, based on the more refined processing that commercial compost requires. The proposed charges are designed to provide an additional outlet for our product, generate additional revenue and provide a service to County residents and businesses.

**Calculation:**

Current Market rate (low end) - \$12.00 per cubic yard x 2.5 cubic yards per ton (800 lbs/cubic yard divided by 2000 lbs per ton) = \$30.00 per ton.

**cc:** Chris Folsom, Deputy County Administrator  
Randy Poston, CFO

**COUNTY OF LEXINGTON**  
**FINANCE DEPARTMENT**

**interoffice**  
**MEMORANDUM**

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**to:** County Council

**from:** Adam DuBose, Assistant Finance Director

**subject:** South Carolina Aeronautics Commission (SCAC) Grant Agreement

**date:** February 18, 2014

The County is requesting to accept funding from the Federal Aviation Administration (FAA) through the South Carolina Aeronautics Commission (SCAC) for the engineering for the widening and strengthening of the runway, making improvements to the runway safety area (RSA) and completing the obstruction removal. The total estimated cost of these projects is \$257,626. The FAA will cover 90% or \$231,864 of the costs, SCAC will cover 5% or \$12,881, and the remaining 5% or \$12,881 will be paid by the County.

We are respectfully requesting Council's approval to accept this grant agreement between the SCAC and the County.



RECEIVED

JAN 27 2014

LEXINGTON COUNTY  
ENGINEERING DEPARTMENT

Paul G. Werts  
Executive Director

Nikki R. Haley  
Governor

SOUTH CAROLINA  
Aeronautics Commission

January 24, 2014

AERONAUTICS  
COMMISSION

Chairman  
Delphin A.  
Gantt, Jr.

District 1  
Vacant

District 2  
Frank W.  
Young, M.D.

District 3  
John R.  
Hunt, M.D.

District 4  
Matthew J.  
Kappel, Esq.

District 5  
William C.  
"Bill"  
VanAntwerp

District 6  
Vacant

District 7  
Gerald E.  
Harmon, M.D.

Mr. Michael Spires  
Engineering Associate II  
Lexington County Public Works  
440 Ball Park Road  
Lexington, South Carolina 29072

Dear Mr. Spires:

The South Carolina Aeronautics Commission (SCAC) is a recipient of a Federal Aviation Administration (FAA) State Sponsored grant to perform engineering design services in support of widening and strengthening the runway, making improvement to the runway safety area (RSA), and completing obstruction removal at the Lexington County Airport at Pelion. The airport qualified to receive the FAA grant, which will be administered by the SCAC.

Therefore, attached is a *Memorandum of Agreement (MOA)* between SCAC and Lexington County (the "County") outlining the respective roles, responsibilities, and intentions between SCAC and the County. The attached MOA has been signed by me and upon your review and approval by the County, we request both originals be executed and one be returned for our files.

Also attached are Exhibit A) FAA Grant Agreement #3-45-4500-019-2013 and B) Terms and Conditions of Accepting Airport Improvement Program Grants.

If you have any questions concerning this MOA, please let me know.

Sincerely,

Paul G. Werts  
Executive Director

PGW/rmr  
Attachments

cc: James Stephens, Program Manager

## **SOUTH CAROLINA AERONAUTICS COMMISSION GRANT AWARD AGREEMENT**

WHEREAS Section 55-5-80 of Title 55 as amended in 2012 Code of Laws of South Carolina (the "Code") mandates that the *South Carolina Aeronautics Commission* ("*Aeronautics*") shall assist in the development of aviation within the state for the purpose of safeguarding the interest of those engaged in all phases of the of the industry and of the general public in promoting aeronautics; and

WHEREAS Lexington County has entered into a contractual agreement with the Michael Baker Corporation to perform engineering design services in support of widening and strengthening the runway, making improvements to the Runway Safety Area (RSA), and completing obstruction removal, and *whereas* Lexington County has proposed to provide certain aviation-related support services within the State of South Carolina that will foster Aeronautics' ability to comply with the mandate set forth in Section 55-5-80; and

NOW, THEREFORE, and in accordance with these provisions, Aeronautics does commit and grant to Lexington County (*hereinafter the "Grantee"*) the sum in dollars set forth in **Section 3** below for the Project identified in **Section 2** below. The acceptance of the Agreement creates a contract between Aeronautics and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Federal Aviation Administration (*hereinafter call "FAA"*) and Aeronautics Grant Assurances, all of the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

### **Section 1: DEFINITIONS:**

- (a) Agreement means this Grant Award Agreement.
- (b) Aeronautics means the South Carolina Aeronautics Commission.
- (d) Grant means the dollars committed by Aeronautics to the Grantee for the Project.
- (e) Grantee means Lexington County.
- (f) Project means the project identified Section 2 herein and described in the Agreement as Exhibit A.
- (g) State means the State of South Carolina and any agencies or offices thereof.
- (h) FAA means the Federal Aviation Administration

**Section 2: PROJECT DESCRIPTION:** The Project is for engineering design services in support of widening and strengthening the runway, making improvements to the RSA, and completing obstruction removal provided by the Michael Baker Corporation as prescribed in the Work Authorization For Professional Services dated January 17, 2007 between Lexington County and the Michael Baker Corporation. Aeronautics Project reference number SCEIS #U3001A002714. FAA Grant number 3-45-4500-019-2013.

**Section 3: AWARD AMOUNT:** The total estimate project cost is **Two Hundred Fifty Seven Thousand Six Hundred Twenty Six Dollars (\$257,626)**, whereby the FAA has entered into a contract agreement with the Aeronautics to provide 90 percent (90%) of the total estimated project cost. The Aeronautics commits to an additional five percent (5%) of the eligible project cost not to exceed a total FAA and Aeronautics match of **Two Hundred Forty Four Thousand Seven Hundred Forty Five Dollars (\$244,745)** to be used only for the Project related costs, as described in FAA Grant Agreement No. 3-45-4500-019-2013. The Grantee is responsible for the remaining five percent (5%) of the contract fee at **Twelve Thousand Eight Hundred Eighty One Dollars (\$12,881)**.

**Section 4: AMENDMENTS:** Any changes in the scope of work of the Project including cost increases, must be submitted in writing by the Grantee to Aeronautics as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by Aeronautics shall be appended to this Agreement as an amendment.

**Section 5: PERFORMANCE:** By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the Project as described in the approved scope of service agreement. Should Grantee fail to cause the completion of all or part of the Project, Aeronautics shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

**Section 6: FUNDING OVERRUNS/UNDERRUNS:** Except for relief granted under Section 4, the Grantee agrees that it will return surplus Grant funds that result from project cost under runs, and that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of Aeronautics or the state to provide funds for the cost overruns.

**Section 7: AUDIT:** Upon request of Aeronautics or others executing audits of federal funds, the Grantee shall make available to Aeronautics, its auditor or contracting officer, all books, records, files and other documents relating to any matters pertaining to the Project. The Grantee shall have prepared an audit of Grant funds received under this Agreement that adheres to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants, (AICPA);
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (yellow Book);
- (c) OMB Circular A-128; and
- (d) OMB Circular A-110, Attachment F.

**Section 8: CONFIDENTIAL INFORMATION:** Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which Aeronautics requests to be kept confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of Aeronautics.

**Section 9: DISCRIMINATION:** The Grantee shall not impose any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee, the Michael Baker Corporation, and any Sub-Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

**Section 10: AFFIDAVIT OF NON-COLLUSION:** In accordance with applicable state and federal law, all services provided pursuant to this Agreement must be competitive and free of collusion. Accordingly, Grantee shall provide Aeronautics with a written sworn statement executed by, or on behalf of, the Grantee certifying that the Grantee and any of the Grantee's contractors or subcontractors providing services pursuant to this Agreement have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this Agreement. The sworn statement shall be in the form of an affidavit properly executed and notarized in accordance with state law.

**Section 11: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION:** The assistance and Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission for the purpose of obtaining Aeronautics' approval or Aeronautics' approval of additional assistance or Grant funds, or any other approval or concurrence of Aeronautics required under this Agreement. However, the payment from Grant funds of reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

**Section 12: MAINTENANCE OF RECORDS:** The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines.. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by Aeronautics of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

**Section 13: MINORITY BUSINESS OBLIGATION:** The Grantee agrees to ensure that minority business enterprises, as identified in Article 21, Sections 11-35-5010 through 11-35-5270 of the Code, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with funds provided under this Agreement. In this regard, the Grantee and its Contractors shall take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The Grantee and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.

**Section 14: PROJECT COMPLETION:** The Grantee must complete the Project within twelve (12) months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to Aeronautics of Grant funds expended and issuance by Aeronautics of a notification in writing of the closure of the Grant. Aeronautics may grant extensions to this completion period requirement at its discretion.

**Section 15: SANCTIONS:** If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, Aeronautics may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

**Section 16 APPLICABLE LAW:** This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

**Section 17: SOURCE OF FUNDS:** Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable from the State Aviation Fund and from FAA Airport Improvement Entitlement Program.

**Section 18: TERMS AND CONDITIONS:** Aeronautics reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing Aeronautics and any other agency of the state.

**Section 19: REPORTING REQUIREMENTS:** The grantee agrees to provide close-out reports documenting the satisfactory completion of each activity included within the scope of the Project. The Grantee further agrees to complete and submit all reports, in such form and according to such schedule as may be required by Aeronautics.

**Section 20: LIABILITY AND INDEMNIFICATION:** The Grantee understands and warrants that it will defend Aeronautics against any liability arising from the Project, the Grant or this Agreement and that Aeronautics accepts no liability for the Project nor any responsibility other than its agreement to provide the Grantee the Grant funds for the Project in the amount shown in Section 3, insofar as such funds are expended in accordance with the terms and conditions of this Agreement.

**Section 21: PAYMENT:** The Grantee must submit to Aeronautics a certified request for payment for work that is documented by the Grantee. Aeronautics, upon its approval of the request for payment, shall forward such requests to Internal Operations of the State Budget & Control Board. Payments are issued from the Comptroller General's Office. Payment requests should be submitted to Aeronautics once a month.

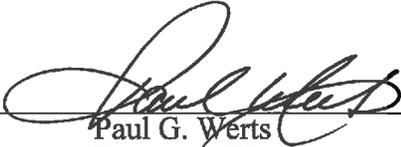
The Grantee will certify, to the best of its knowledge, information and belief, that the work on the Project for which reimbursement is requested has been completed in accordance with the terms and conditions of this Agreement, and that the payment request is due and payable from Grant funds.

All requests for payment must be certified as valid expenditures by an official representative of the Grantee. Invoices and canceled checks supporting the Grantee's request for reimbursement from Grant funds must be kept on file and be available for inspection at any time.

**Section 22: SEVERABILITY:** If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement that has been signed in the space provided below. The agreement must have original signatures and must be returned within fifteen (15) days from the Date of Award.

January 24, 2014  
Date of Award

  
\_\_\_\_\_  
Paul G. Werts  
Executive Director,  
South Carolina Aeronautics Commission

**ACCEPTANCE FOR THE GRANTEE**

\_\_\_\_\_  
Signature of Official with Legal Authority  
to Execute this Agreement for the Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorized Official



GRANT AGREEMENT

U. S. Department  
Of Transportation  
Federal Aviation  
Administration

Date of Offer: September 16, 2013  
Project Number: 3-45-4500-019-2013  
Recipient: South Carolina Aeronautics Commission (Herein called Sponsors)

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, ninety percent of the allowable costs incurred in accomplishing the project consisting of the following:

- Construct Two Corporate Hangars and One 5-Unit T-hangar (Marion County Airport)
- Widen and Strengthen Runway 18/36 (Lexington County Airport)
- Remove Obstructions in Approaches to Runway 18/36 (Lexington County Airport)
- Install Perimeter Fence - Phase II (Barnwell Regional Airport)
- Conduct Wildlife Hazard Assessment (Donaldson Center Airport)

as more particularly described in the Project Application dated August 28, 2013.

The maximum obligation of the United States payable under this Offer shall be \$1,391,945 for airport development. This offer is made in accordance with and for the purpose of carrying out the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 of the United States Code, constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

*Scott L. Smith*  
\_\_\_\_\_  
Manager Airports District Office

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated April 3, 2013. The Sponsor specifically acknowledges that knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject the Sponsor's Designated Official Representative to fines, imprisonment or both if the U.S. Department of Justice determines the official acted outside the scope of his/her duties.

Executed this 17th day of September, 2013.  
(Seal)

South Carolina Aeronautics Commission  
Name of Sponsor

*Sharon R. Karser*  
\_\_\_\_\_  
Attest

*Paul J. [Signature]*  
\_\_\_\_\_  
Signature of Sponsor's Designated Official Representative

*Notary Public of SC*  
\_\_\_\_\_  
Title 2-11-20

*Executive Director*  
\_\_\_\_\_  
Title

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Frank S. Potts, 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 South Carolina. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. 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.

*[Signature]*  
\_\_\_\_\_  
Signature of Sponsor's Attorney

9/19/13  
\_\_\_\_\_  
Date (Date must be on or later than execution date above)



U. S. Department  
of Transportation  
Federal Aviation  
Administration

April 3, 2013

## Terms and Conditions of Accepting Airport Improvement Program Grants

This document was compiled from multiple government source documents.

This document contains the terms and conditions of accepting Airport Improvement Program (AIP) grants from the Federal Aviation Administration (FAA) for the purpose of carrying out the provisions of Title 49, United States Code. These terms and conditions become applicable when the Sponsor accepts a Grant Offer from the FAA that references this document. The FAA may unilaterally amend the terms and conditions by notification in writing, and such amendment will only apply to grants accepted after notification.

### I. DEFINITIONS

- A. **Sponsor**—An agency that is legally, financially, and otherwise able to assume and carry out the certifications, representations, warranties, assurances, covenants and other obligations required in this document and in the accepted Grant Agreement.
- B. **Project**—Work as identified in this grant Agreement.
- C. **Primary Airport**—A commercial service airport the Secretary of Transportation determines to have more than 10,000 passengers boarding each year.
- D. **"this grant"** — In this document the term "this grant" refers to the applicable grant agreement or grant agreements that incorporate(s) these Terms and Conditions as part of the grant agreement.

### II. CERTIFICATIONS

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the Sponsor that it will comply with statutory and administrative requirements in carrying out a project under the AIP. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. In accepting this grant, the Sponsor certifies that each of the following items was or will be complied with in the performance of grant agreements. If a certification cannot be met for a specific project, the Sponsor must fully explain in an attachment to the project application.

- A. **Sponsor Certification for Selection of Consultants.** General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), and Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.
  - 1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.
  - 2. Consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.

3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the Sponsor's independent cost estimate.
4. If engineering or other services are to be performed by Sponsor force account personnel, prior approval was (will be) obtained from the FAA.
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.
7. Mandatory contact provisions for grant-assisted contracts have been (will be) included in consultant services contracts.
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement; and future work will not be initiated beyond five years.

**B. Sponsor Certification for Project Plans and Specifications.** AIP standards are generally described in Advisory Circulars 150/5100-6, Labor Requirements for the Airport Improvement Program; 150/5100-15, Civil Rights Requirements for the Airport Improvement Program; and 150/5100-16, Airport Grant Assurance One—General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports, as well as procurement/installation of equipment and facilities, is referenced in standard airport sponsor Grant Assurance 34 in this document.

1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements; so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specifications.
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications or otherwise identified to assure that no reimbursement will be made for the cost of the ineligible item(s).
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA, as well as incorporated into the specifications; and a safety/phasing plan has FAA's concurrence, if required.

9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.
- C. Sponsor Certification for Equipment/Construction Contracts.** General standards for equipment and construction contracts within Federal grant programs are described in Title 49, CFR, Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program; 150/5100-15, Civil Rights Requirements for the Airport Improvement Program; and 150/5100-16, Airport Grant Assurance One—General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.
1. A code or standard of conduct is (will be) in effect governing the performance of the Sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.
  2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.
  3. Unless the FAA approved (has approved) otherwise, the procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.
  4. The bid solicitation clearly and accurately describes (will describe):
    - a. The current Federal wage rate determination for all construction projects; and
    - b. All other requirements of the equipment and/or services to be provided.
  5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances:
    - a. Only one qualified person/firm submits a responsive bid;
    - b. The contract is to be awarded to other than the lowest responsible bidder;
    - c. Life cycle costing is a factor in selecting the lowest responsive bidder; or
    - a. Proposed contract prices are more than 10 percent over the Sponsor's cost estimate.
  6. All contracts exceeding \$100,000 require (will require) the following provisions:
    - a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;
    - b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and
    - c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.
  7. All construction contracts contain (will contain) provisions for:
    - a. Compliance with the Copeland "Anti-Kick Back" Act; and
    - b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam-era veterans and disabled veterans.
  8. All construction contracts exceeding \$2,000 contain (will contain) the following provisions:
    - a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and
    - b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.
  9. All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.

10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.
11. Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.

**D. Sponsor Certification for Real Property Acquisition.** General requirements on real property acquisition and relocation assistance are in Title 49, CFR, Part 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

1. The Sponsor's attorney or other official has (will have) good and sufficient title and title evidence on property in the project.
2. If defects and/or encumbrances exist in the title that adversely impact the Sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated.
3. If property for airport development is (will be) leased, the following conditions have been (will be) met:
  - a. The term is for 20 years or the useful life of the project;
  - b. The lessor is a public agency; and
  - c. The lease contains no provisions that prevent full compliance with this grant agreement.
4. Property in the project is (will be) in conformance with the current Exhibit "A" property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was (will be) obtained for the following:
  - a. The right of flight;
  - b. The right of ingress and egress to remove obstructions; and
  - c. The right to restrict the establishment of future obstructions.
7. Appraisals prepared by qualified real estate appraisers hired by the Sponsor include (will include) the following:
  - a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
  - b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections.
8. Each appraisal has been (will be) reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals and review appraisal are (will be) available to FAA for review.
9. A written offer to acquire each parcel was (will be) presented to the property owner for not less than the approved amount of just compensation.
10. Effort was (will be) made to acquire each property through the following negotiation procedures:
  - a. No coercive action was (will be) taken to induce agreement; and

- b. Supporting documents for settlements are (will be) included in the project files.
- 11. If a negotiated settlement is not reached, the following procedures were (will be) used:
  - a. Condemnation was (will be) initiated and a court deposit not less than the just compensation was (will be) made prior to possession of the property; and
  - b. Supporting documents for awards were (will be) included in the project files.
- 12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was (will be) established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.
- 13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were (will be) provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.
- E. Sponsor Certification for Construction Project Final Acceptance.** General requirements for final acceptance and closeout of Federally funded construction projects are in Title 49, CFR, Part 18.50. The Sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of this grant Agreement and contract documents.
  - 1. The personnel engaged in project administration, engineering supervision, construction inspection, and testing were (will be) determined to be qualified as well as competent to perform the work.
  - 2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:
    - a. Work in progress
    - b. Quality and quantity of materials delivered
    - c. Test locations and results
    - d. Instructions provided the contractor
    - e. Weather conditions
    - f. Equipment use
    - g. Labor requirements
    - h. Safety problems
    - i. Changes required.
  - 3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the Sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).
  - 4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.
  - 5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.
  - 6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.
  - 7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:
    - a. ~~Payments are verified by the Sponsor's internal audit of contract records kept by the resident engineer; and~~
    - b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments; and a summary of pay reductions are made available to the FAA.

8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.
9. A final project inspection was (will be) conducted with representatives of the Sponsor and the contractor, and project files contain (will contain) documentation of the final inspection.
10. Work in this grant agreement was (will be) physically completed, and corrective actions required as a result of the final inspection are completed to the satisfaction of the Sponsor.
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.
12. Applicable close out financial reports have been (will be) submitted to the FAA.

**F. Sponsor Certification for Seismic Design and Construction.** 49 CFR Part 41 sets forth the requirements in the design and construction of the building(s) to be financed with the assistance of the FAA. Compliance will be met by adhering to at least one of the following accepted standards:

1. Model codes found to provide a level of seismic safety substantially equivalent to that provided by use of the 1988 National Earthquake Hazards Reduction Program (NEHRP) including:
  - a. The 1991 International Conference of Building Officials (IBCO) Uniform Building Code, published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601;
  - b. The 1992 Supplement to the Building Officials and Code Administration International (BOCA) National Building Code, published by the Building Officials and Code Administrators, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795; and
  - c. The 1992 Amendments to the Southern Building Code Congress (SBCC) Standard Building Code, published by the Southern Building Code Congress International, 900 Montclair Road, Birmingham, Alabama 35213-1206.
2. Revisions to the model codes listed above that are substantially equivalent or exceed the then current or immediately preceding edition of the NEHRP recommended provisions, as it is updated, may be approved by the DOT Operating Administration to meet the requirements of 49 CFR Part 41.
3. State, county, local, or other jurisdictional building ordinances adopting and enforcing the model codes, listed above, in their entirety, without significant revisions or changes in the direction of less seismic safety, meet the requirement of 49 CFR Part 41.

**G. Sponsor Certification for Drug-Free Workplace.** General requirements on the drug-free workplace within Federal grant programs are described in Title 49, CFR, Part 29 and the Drug-Free Workplace Act of 1988. Sponsors are required to certify they will provide, or will continue to provide, a drug-free workplace in accordance with the regulation.

1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Sponsor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and

- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition of employment under this grant, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
  - a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.

### **III. GENERAL CONDITIONS**

- A. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration under Title 49 U.S.C.
- B. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. 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.
- C. The Sponsor shall carry out and complete the Project(s) without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe.
- D. The FAA reserves the right to unilaterally terminate this grant if the Sponsor does not make at least one draw down of funds under their Letter of Credit or submit at least one written Request for Reimbursement, as applicable, in each twelve month period after grant acceptance.
- E. The Sponsor agrees to monitor progress on the work to be accomplished by this grant. For engineering services, the Sponsor agrees to make payment only for work that has been satisfactorily completed and that ten percent (10%) of the total value of the engineering services contract will not be paid to the Engineer until acceptable final project documentation is provided.
- F. The Sponsor agrees to submit final grant closeout documents to the FAA within 60 days after physical completion of the project(s), but no greater than four (4) years from the date of the grant, unless otherwise agreed to by the FAA.
- G. The FAA reserves the right to amend or withdraw this grant offer at any time prior to its acceptance by the Sponsor.

- H. This grant offer will expire, and the United States shall not be obligated to pay any part of the costs of the project unless this grant offer has been accepted by the Sponsor on or before 30 days after this grant offer but no later than September 30 of the federal fiscal year this grant offer was made, or such subsequent date as may be prescribed in writing by the FAA.
- I. The Sponsor shall 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 manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall 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 shall be approved in advance by the Secretary.
- J. The United States shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this grant agreement.
- K. If, during the life of the project, the FAA determines that this grant amount exceeds the expected needs of the Sponsor by \$5,000 or five percent (5%), whichever is greater, this grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, with the exception of planning projects, if there is an overrun in the eligible project costs, FAA may increase this grant to cover the amount of the overrun not to exceed the statutory fifteen (15%) percent limitation for primary airports or either by not more than fifteen percent (15%) of the original grant amount or by an amount not to exceed twenty-five percent (25%) of the total increase in allowable project costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding for non-primary airports. FAA will advise the Sponsor by letter of the increase. Planning projects will not be increased above the planning portion of the maximum obligation of the United States shown in this grant agreement. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified. In addition, the Sponsor's officially designated representative, is authorized to request FAA concurrence in revising the project description and grant amount within statutory limitations. A letter from the FAA concurring in the said requested revision to the project work description and grant amount shall constitute an amendment to this Grant Agreement.
- L. **Electronic Grant Payment(s):** The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi invoicing System.
1. Grant Recipient Requirements.
    - a. Grantees must have Internet access to register and submit payment requests through the Delphi invoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
    - b. Grantees must submit payment requests electronically and the FAA will process payment requests electronically.
  2. System User Access.
    - a. Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the

system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.

- b. The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:  
 DOT Enterprise Services Center  
 FAA Accounts Payable, AMZ-100  
 PO Box 25710  
 Oklahoma City, OK 73125
- c. The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.  
 Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>).

3. Waivers.

- a. DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.
- b. All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, [DOTElectronicInvoicing@dot.gov](mailto:DOTElectronicInvoicing@dot.gov). The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.
- c. If a grantee is granted a waiver, the grantee should submit all hard-copy invoices directly to:  
 DOT/FAA  
 PO Box 25082  
 AMZ-110  
 Oklahoma City, OK 73125

M. Unless otherwise approved by the FAA, it 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 airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this condition.

**N. System for Award Management Registration and Universal Identifier Requirements**

1. *Requirement for System for Award Management (SAM) Registration*

~~Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.~~

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

If you are authorized to make subawards under this award, you:

- a. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
- b. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

3. *Definitions*

For purposes of this award term:

- a. *System for Award Management (SAM) Registration* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
- b. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- c. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - 1) A Governmental organization, which is a State, local government, or Indian Tribe;
  - 2) A foreign public entity;
  - 3) A domestic or foreign nonprofit organization;
  - 4) A domestic or foreign for-profit organization; and
  - 5) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- d. *Subaward*:
  - 1) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - 2) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- e. *Subrecipient* means an entity that:
  - 1) Receives a subaward from you under this award; and
  - 2) Is accountable to you for the use of the Federal funds provided by the subaward.
  - 3) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

O. If this grant agreement includes pavement work that equals or exceeds \$250,000, the Sponsor will perform the following:

- 1. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control

provisions and tests required by the Federal specifications. The program shall include as a minimum:

- a. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
  - b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
  - c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing Materials standards on laboratory evaluation, referenced in the contract specifications (D3666, C1077).
  - d. Qualifications of engineering supervision and construction inspection personnel.
  - e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
  - f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken.
2. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
  3. Failure to provide a complete report as described in paragraph 2, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under this grant agreement.
  4. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor tests results are inaccurate.
- P. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number 11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. As a minimum, the program must conform with the following provisions:

#### **Pavement Maintenance Management Program**

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

1. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:
  - a. Location of all runways, taxiways, and aprons;
  - b. Dimensions;
  - c. Type of pavement, and;
  - d. Year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

**2. Inspection Schedule.**

- a. **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available; i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.
- b. **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

**3. Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- a. Inspection date;
- b. Location;
- c. Distress types; and
- d. Maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

**4. Information Retrieval.** An airport Sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

**5. Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

**Q. Takeover of Instrument Landing System and Associated Equipment in Project.** If this grant includes an instrument landing system and associated equipment and the FAA has agreed to takeover the system and equipment, the Sponsor must check the facility prior to its commissioning to assure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach, or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR part 77 determines that to be acceptable, and mark and light the runway, as appropriate.

**R. Airport-Owned Visual or Electronic NAVAIDS In Project.** If this grant includes a visual or electronic navigational aid, the Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment and check the facility prior to its commissioning to assure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable, and mark and light the runway, as appropriate. The FAA will not take over the ownership, operation, or maintenance of any sponsor-acquired equipment other than an AIP-funded instrument landing system and associated equipment where FAA agrees to take over the system and equipment.

**S. Non-AIP Work in Application.** It is understood and agreed by and between the parties hereto that notwithstanding the fact that a Project Application may include therein the construction of work not included in this grant agreement project description, said work shall not be a part of this project and, if or to the extent accomplished by the Sponsor, such accomplishment shall be without any participation in the costs thereof by the United States under this project. It is further understood and agreed that, in the event the work which is excluded from the project is

accomplished by the Sponsor, the Sponsor shall maintain as a portion of the cost records covering this project, separable cost records pertaining to the above-identified work excluded from Federal participation under this project, which records shall be made available for inspection and audit by the FAA to the end that the cost of the excluded work may be definitely determined.

It is further understood and agreed that the Sponsor will submit a Program Statement/cost estimate depicting the excluded costs or a cost estimate depicting only those costs eligible for Federal participation in this project.

- T. **Utility Relocation in Project.** It is understood and agreed by and between the parties hereto that the United States shall not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs. FAA participation will be limited to those utilities located on private right-of-way or utilities that exclusively serve the Airport.
- U. **Revenue from Real Property – Land in Project.** The Sponsor agrees that all net revenues produced from real property purchased in part with Federal funds in this grant shall be used on the airport for airport planning, development or operating expenses, except that all income from real property purchased for noise compatibility purposes or for future aeronautical use be used only to fund projects which would be eligible for grants under the Act. Income from noise or future use property may not be used for the Sponsor's matching share of any airport grant. Airport fiscal and accounting records shall clearly identify actual sources and uses of these funds.
- V. **Future Development Land.** If this grant includes acquisition of land for future development, the Sponsor agrees to implement within five years of such grant the airport development that requires this land acquisition, unless the FAA agrees to a different duration. Furthermore, the Sponsor agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within ten years for the purpose for which it was acquired, the Sponsor will refund the Federal share of acquisition cost or the current fair market value of the land, whichever is greater, unless the FAA agrees to a different duration.
- W. **Runway Protection Zones.** The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:
1. Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
  2. Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
  3. Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire fee title or less-than-fee interest in the Runway Protection Zones that presently are not under its control under an agreed schedule with the FAA. Said interest shall provide the protection noted in above Subparagraphs 1 and 2.
- X. **Noise Projects on Privately Owned Property.** No payment shall be made under the terms of this grant agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by Assurance 5d of the ASSURANCES Airport Sponsors, and such agreement is determined to be satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:
- 1 The property owner shall subject the construction work on the project to such inspection and approval during the construction or installation of the noise compatibility measures and after

- completion of the measures as they may reasonably be requested by the Secretary or the Sponsor.
2. The property owner shall assume the responsibility for maintenance and operation of the items installed, purchased, or constructed under this grant agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance and operation of these items.
  3. If Federal funds for the noise compatibility measures are transferred by the Sponsor to the owner of the private property, or the owner's agent, the property owner shall agree to maintain and make available to the Secretary or the Sponsor, upon reasonable request, records disclosing the amount of funds received and the disposition of those funds.
  4. The property owner's right to sue the owner of the noise-impacting Airport for adverse noise impacts will be abrogated if the property owner deliberately or willfully acts to reduce or destroy the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation shall remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of federal aid for the project.
- Y. **Update Approved Exhibit "A" For Land in Project.** It is understood and agreed by and between the parties hereto that notwithstanding the fact that this grant offer is made and accepted upon the basis of the current Exhibit "A" Property Map, the Sponsor hereby covenants and agrees that upon completion of an AIP funded land acquisition project, it will update said Exhibit "A" Property Map to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an eligible administrative cost for participation within the scope of this project.
- Z. **Friction Measuring Devices.** If this grant includes acquisition of friction measuring devices, the Sponsor assures that it will properly calibrate, operate, and maintain the friction measuring equipment in accordance with the manufacturer's guidelines and instructions and Advisory Circular 150/5320-12. The friction measuring equipment and tow vehicle (if applicable) shall not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities, such as training and calibration.
- AA. **Low Emission Systems.** If this grant includes low emission systems work, the Sponsor agrees to the following conditions under the Voluntary Airport Low Emission (VALE) program:
1. Vehicles and equipment purchased with assistance from this grant shall be maintained and used for their useful life at the airport for which they were purchased. Moreover, any vehicles or equipment replaced under this program shall not be transferred to another airport or location within the same or any other nonattainment or maintenance area. No airport-owned vehicles or equipment may be transferred to, taken to, or used at another airport without the consent of the FAA in consultation with the United States Environmental Protection Agency and State air quality agency.
  2. All vehicles and equipment purchased with assistance from this grant shall be clearly labeled using the VALE program emblem designed by the FAA.
  3. The Sponsor shall maintain annual reporting records of all vehicles and equipment purchased with assistance from this grant. These public records shall contain detailed information involving individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

The Sponsor certifies that it shall replace any disabled or seriously damaged vehicle or equipment purchased with assistance from this grant, at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions. The Sponsor assumes all financial responsibility for replacement costs. The Sponsor also certifies that it shall fulfill this replacement obligation, beyond the useful life of the affected vehicle or equipment, for the possible longer life of Airport Emission Reduction Credits that were granted to the Sponsor for this vehicle or equipment.

## IV. ASSURANCES

The following FAA document titled *ASSURANCES Airport Sponsors*, dated April 2012, is incorporated as part of these Terms and Conditions:

### Assurances

#### Airport Sponsors

April 2012

#### 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, 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.

#### C. Sponsor Certification. The Sponsor hereby assures and certifies, with respect to this grant that:

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

##### Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>

- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

**Executive Orders**

- Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 – Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- Executive Order 12898 - Environmental Justice

**Federal Regulations**

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16.- Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>

- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 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.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1 2</sup>
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.<sup>1</sup>
- o. 49 CFR Part 29 - Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 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.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

#### **Office of Management and Budget Circulars**

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

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

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

<sup>3</sup> 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

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. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the Sponsor shall insert in the contract or document transferring or disposing of the Sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the Sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement

- against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
  - e. If the Sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
  - f. If an arrangement is made for management and operation of the airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
  - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
  7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
  8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
  9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
  10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

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11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
  12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
  13. **Accounting System, Audit, and Record Keeping Requirements.**
    - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
    - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
  14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
  15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
  16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.
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17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
  - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
  - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
  - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
  - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
  - f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
  - g. It will grant the Secretary the right to disapprove the use of the Sponsor's employees to do all or any part of the project.
  - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
19. **Operation and Maintenance.**
- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the Sponsor will have in effect arrangements for-
    - 1) Operating the airport's aeronautical facilities whenever required;
    - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
    - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility

which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

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

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

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

22. **Economic Nondiscrimination.**

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

- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the Sponsor will insert and enforce provisions requiring the contractor to-

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

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

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

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

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

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

- g. In the event the Sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the Sponsor under these provisions.
- h. The Sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The Sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.
24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.
25. **Airport Revenues.**
- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
- 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

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

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

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

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

**26. Reports and Inspections.** It will:

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

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

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

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

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

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

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

- would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –
- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
  - b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the Sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
29. **Airport Layout Plan.**
- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed 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. 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 comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the Sponsor retains ownership or possession of the property.

**31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
- 32. Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the Sponsor of the airport.
- 33. Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such

- foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects", dated (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
  35. **Relocation and Real Property Acquisition.** (1) 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. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) 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 recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 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).
  38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
  39. **Competitive Access.**
    - a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
      - 1) Describes the requests;
      - 2) Provides an explanation as to why the requests could not be accommodated; and
      - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
    - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED AND PFC APPROVED PROJECTS**

**Updated: 1/25/2012**

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports\\_airtraffic/airports/resources/advisory\\_circulars](http://www.faa.gov/airports_airtraffic/airports/resources/advisory_circulars)

<b>NUMBER</b>	<b>TITLE</b>
70/7460-1K	Obstruction Marking and Lighting
150/5000-13A	Announcement of Availability—RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airports Surface Movement Sensors
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools, and Clothing
150/5210-15A	Airport Rescue & Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Firefighting Vehicles
150/5220-16D	Automated Weather Observing Systems for Non-Federal Applications

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

NUMBER	TITLE
150/5220-17B	Aircraft Rescue and Firefighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21B	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5220-22A	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13 Changes 1 - 18	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Change 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design

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

<b>NUMBER</b>	<b>TITLE</b>
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength PCN
150/5340-1K	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30F	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L821 Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	FAA Specification L853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specifications for Series to Series Isolation Transformers for Airport Lighting System
150/5345-49C	Specification L854, Radio Control Equipment

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

NUMBER	TITLE
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53C	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-1884, Power and Control Unit for Land and Hold Short
150/5345-55A	Specification for L893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-9	Planning and Design of Airport Terminal Facilities at Non-Hub Locations
150/5360-12E	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2B	Heliport Design
150/5395-1	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY  
DATED: 1/25/2012**

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D Changes 1 - 4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-7A	Airport Pavement Management Program

**THE FOLLOWING ADDITIONAL APPLY TO PFC PROJECTS ONLY  
DATED: 1/25/2012**

<b>NUMBER</b>	<b>TITLE</b>
150/5000-12	Announcement of Availability – Passenger Facility Charge (PFC) Application (FAA Form 5500-1)





**APPOINTMENTS  
BOARDS & COMMISSIONS  
February 25, 2014**

**JIM KINARD**

- **Lexington County Health Services Board** - Heather Jackson; term expires 03/10/14; not eligible for reappointment; *pending qualified board nominee*

**KENT COLLINS**

- **Lexington County Health Services Board** - Rev. Charles Benjamin Jackson, Sr.; term expires 03/10/14; eligible for reappointment; *see attached nomination form for Bill Stillwell*

**DEBRA SUMMERS**

- **Assessment Appeals Board** - Linda Ham; term expired 09/21/13; confirmed desire **NOT** to serve another term; *pending qualified board nominee*
- **Nancy K. Perry Children's Shelter** - Rob Winchester; term expired 06/30/13; confirmed desire **NOT** to serve another term; *see attached nomination form for Gwendolyn T. Drakeford*

**BOBBY KEISLER**

- **Lexington County Health Services Board** - Joel A. Tyson; term expires 03/10/14; eligible for reappointment, *confirmed desire to serve another term*
- **Lexington County Health Service Board** - Carol R. Metts; term expires 03/10/14; eligible for reappointment, *confirmed desire to serve another term*

**BRAD MATTHEWS**

- **Lexington County Health Services Board** - Richard N. Westbrook; term expires 03/10/14; eligible for reappointment, *confirmed desire to serve another term*

**BILL BANNING**

- **Lexington County Board of Zoning Appeals** – Morris K. Philips; resigned as of 02/13/14; partial term expires 12/31/16; *pending qualified board nominee*

**TODD CULLUM**

- **Assessment Appeals Board** - William Power; term expired 09/21/12; not eligible for reappointment; *pending qualified board nominee*
- **Museum** - Carol Metts; term expired 11/01/13; resigned effective 06/27/11; *pending qualified board nominee*

**AT LARGE:**

**River Alliance**

- **Mike Crapps** - term expires 01/26/16; resigned effective as of 08/30/13; *pending qualified board nominee*



LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM



BOARD MEMBER, LEXINGTON COUNTY HEALTH SERVICE DISTRICT
(Name of Board/Commission to which you are applying)

Name: STILWELL WILLIAM EDWARD JR.
(Last) (First) (Middle)

Home Address (Please provide both physical and mailing address if different)

Street 1511 PISGAH CHURCH ROAD
City LEXINGTON State SC Zip 29072

Address:
(Former address if less than five (5) years at current address)

Telephone: Home (803) 359-2746 Office (803) 359-5310 Mobile (813) 606-0580

E-mail Address: wdsdev@pbtcomm.net

Are you a permanent resident of Lexington County? Yes [checked] No

Are you related to anyone that is employed by the County or affiliated with the Board/Commission for which you are applying? Yes No [checked]

If yes, please list the relative's name

Voter Registration Number: 1398448 Driver's License State/Number SC 001528555

Occupation: OWNER, WDS DEVELOPMENT, LLC

Employer: WDS DEVELOPMENT, LLC

Address: 1421 PISGAH CHURCH RD. City LEXINGTON State SC Zip 29072

Why would you like to serve on this Board/Commission? I FEEL QUALIFIED AND I HAVE ENJOYED MY PREVIOUS EXPERIENCE ON THE BOARD.

Do you serve on any local or state board, commission, committee or in an elected position? Yes No [checked]
If yes, please give details.

List other Boards/Commissions on which you currently serve and have served and dates
LMC BOARD OF TRUSTEES 1985-1994, 2002-2011
WSC ENGINEERING PARTNERSHIP BOARD 1994, 1995

Have you ever been convicted of a crime other than a minor traffic violation? Yes No [checked]
If yes, please explain.

Highest Level of Education: B.S. MECHANICAL ENGINEERING

MASTERS BUSINESS ADMINISTRATION

High School Graduate \_\_\_\_\_ GED Equivalent \_\_\_\_\_

College/University Attended UNIVERSITY OF SOUTH CAROLINA

Degree BS, MBA

Do you have any interest in any business that has, is, or will do business with the County of Lexington or with the Board or Commission entity for which you are applying? Yes \_\_\_\_\_

No

If yes, please provide details. \_\_\_\_\_

Initial WES I understand that my appointment to this Board/Commission may/will require some training and/or certification, and if selected to serve, I agree to give the time necessary for such training and/or certification.

Initial WES I understand that my attendance at all meetings is important. I hereby agree to attend all of the stated and called meetings of this entity to which I am begin considered for appointment, and I further agree that I will resign my appointment should I miss:

- A. As per Section 2-133. Absences - 25 percent of the meetings within a one-year period. The Council may, in its discretion waive enforcement of this section in the case or illness, death of a family member, court appearance or other similar circumstance beyond the control of the appointee.

### CERTIFICATION OF APPLICANT

By signing below, applicant certifies that his/her statements are true, accurate, and complete, and that he/she knows and agrees that any misrepresentation or omission of the facts may result in his/her being disqualified or being discharged should he/she already be appointed by the County Council as their assignee. I understand that my application will be considered by County Council and voted upon by Council. I further understand that if I am selected for service, I will receive written confirmation by Council.

At the County's discretion, the County and/or its agents may conduct a criminal background check and that information can be used for or against an appointment on a board/commission for Lexington County.

Guyton Kaiser  
Witness

William E. Stuebel  
Applicant's Signature

FEBRUARY 10, 2014  
Date

Submitted by: KENT COLLINS  
 New Appointee or Reappointee: NEW  
 Council District Number: 3  
 Date: 2/18/14

Please return completed form to:  
 Lexington County Council  
 212 South Lake Drive, Suite 601  
 Lexington, SC 29072  
 Or Fax to 803-785-8101  
 For questions call 803-785-8103



LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM



Nancy K. Perry Children's Shelter
(Name of Board/Commission to which you are applying)

Name: Drakeford Gwendolyn T
(Last) (First) (Middle)

Home Address (Please provide both physical and mailing address if different)

Street 1910 Parliament Rd
City Cayce State SC Zip 29033

Address:
(Former address if less than five (5) years at current address)

Telephone: Home (x) 794-7679 Office ( ) Mobile (x) 622-0431

E-mail Address: gt.drake@att.net

Are you a permanent resident of Lexington County? Yes (x) No

Are you related to anyone that is employed by the County or affiliated with the Board/Commission for which you are applying? Yes No (x)

If yes, please list the relative's name

Voter Registration Number: Driver's License State/Number

Occupation: Retired - RN Nurse Administrator

Employer: (Former) Lexington Medical Center

Address: 2720 Sunset Blvd City West Cata. State SC Zip 29169

Why would you like to serve on this Board/Commission? This agency provides a necessary + compassionate service.

Do you serve on any local or state board, commission, committee or in an elected position? Yes No (x)

If yes, please give details.

List other Boards/Commissions on which you currently serve and have served and dates

Have you ever been convicted of a crime other than a minor traffic violation? Yes No (x)

If yes, please explain.

Highest Level of Education: Masters in Nursing Admin

High School Graduate \_\_\_\_\_ GED Equivalent \_\_\_\_\_

College/University Attended Univ. of South Carolina

Degree BSN + MN

Do you have any interest in any business that has, is, or will do business with the County of Lexington or with the Board or Commission entity for which you are applying? Yes \_\_\_\_\_

No

If yes, please provide details. \_\_\_\_\_

Initial SA I understand that my appointment to this Board/Commission may/will require some training and/or certification, and if selected to serve, I agree to give the time necessary for such training and/or certification.

Initial SA I understand that my attendance at all meetings is important. I hereby agree to attend all of the stated and called meetings of this entity to which I am begin considered for appointment, and I further agree that I will resign my appointment should I miss:

- A. As per Section 2-133. Absences - 25 percent of the meetings within a one-year period. The Council may, in its discretion waive enforcement of this section in the case or illness, death of a family member, court appearance or other similar circumstance beyond the control of the appointee.

### CERTIFICATION OF APPLICANT

By signing below, applicant certifies that his/her statements are true, accurate, and complete, and that he/she knows and agrees that any misrepresentation or omission of the facts may result in his/her being disqualified or being discharged should he/she already be appointed by the County Council as their assignee. I understand that my application will be considered by County Council and voted upon by Council. I further understand that if I am selected for service, I will receive written confirmation by Council.

At the County's discretion, the County and/or its agents may conduct a criminal background check and that information can be used for or against an appointment on a board/commission for Lexington County.

Sharon Dyne  
Witness

Annabelle J. Deakoff  
Applicant's Signature

Feb. 19, 2014  
Date

Submitted by: Debbie Summers  
 New Appointee or Reappointee: New  
 Council District Number: 4  
 Date: 2-20-14

Please return completed form to:  
 Lexington County Council  
 212 South Lake Drive, Suite 601  
 Lexington, SC 29072  
 Or Fax to 803-785-8101  
 For questions call 803-785-8103

# COUNTY OF LEXINGTON

## Procurement Services

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### MEMORANDUM

(O) 785-8319

(F) 785-2240

**DATE:** February 19, 2014

**TO:** Joe G. Mergo, III  
County Administrator

**THROUGH:** Jeffrey A. Hyde  
Procurement Manager

**FROM:** Angela M. Seymour  
Procurement Officer

**SUBJECT: T-Hangers Additions and Taxilanes Project (Sole Source)  
Public Works**

---

We have received a purchase requisition from Public Works for the administration of Phase III T-Hanger units and taxilanes for the Lexington County Airport located in Pelion, S.C. This procurement will be a "sole source" purchase from The LPA Group Incorporated as they are a Federal Aviation Administration (FAA) approved engineer that has been working on this project since its inception.

Wrenn Barrett, Director of Public Works has reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$101,311.00.

Funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
5801-580020-5A7340	T-Hangers Additions	\$768,066.00	\$101,311.00

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on February 25, 2014.

copy: Randy Poston, Chief Financial Officer  
Wrenn Barrett, Director of Public Works

# COUNTY OF LEXINGTON

## Procurement Services

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**MEMORANDUM**

(O) 785-8319

(F) 785-2240

**DATE:** February 4, 2014**TO:** Joe G. Mergo, III  
County Administrator**THROUGH:** Jeffrey A. Hyde  
Procurement Manager**FROM:** Angela M. Seymour  
Procurement Officer**SUBJECT: Three (3) 800 MHz Radios, Three (3) Mobile Data Terminals, and Three (3) Mobile VHF Radios  
Public Safety/EMS**

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We have received three (3) purchase requisitions from Public Safety/EMS for the purchase of three (3) 800 MHz radios, three (3) Mobile Data Terminals, and three (3) Mobile VHF Radios. This equipment will all be purchased under the SC State Contract #5000011320 from Motorola.

David Kerr, Director of Public Safety and Chief T. Brian Hood, EMS Coordinator have reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$39,368.40.

Funds are appropriated in the following accounts:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
1000-131400-5AE113	(3) Mobile Data Terminals	\$22,650.00	\$16,703.13
1000-131400-5AE114	(3) 800 MHz Radios	\$18,750.00	\$15,834.09
1000-131400-5AE119	(3) Mobile VHF Radios	\$7,500.00	\$6,831.18

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on February 25, 2014.

copy: Randy Poston, Chief Financial Officer  
David Kerr, Director of Public Safety  
Chief T. Brian Hood, EMS Coordinator

# COUNTY OF LEXINGTON

## Procurement Services

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### MEMORANDUM

(O) 785-8166  
(F) 785-2240

**DATE:** February 7, 2014

**TO:** Joe G. Mergo, III  
County Administrator

**THROUGH:** Jeffrey A. Hyde  
Procurement Manager

**FROM:** Angela M. Seymour  
Procurement Officer

**SUBJECT:** **Three (3) HVAC Unit Replacements**  
**B14024-01/21/14S**  
**Building Services/Sheriff's Department**

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Competitive bids were solicited and advertised for three (3) HVAC unit replacements for the Sheriff's Department. A pre-bid meeting was held on January 7, 2014 in which eleven (11) potential bidders were in attendance. On January 21, 2014, we received six (6) responsive bids (see attached bid tabulation).

The bids were evaluated by Colonel Allan Paavel, Sheriff's Department; Mark Kerley, Building Services Manager; Bob Hall, Assistant Building Services Manager; and Angela M. Seymour, Procurement Officer. It is our recommendation to award to the lowest responsive bidder Cullum Services, Inc. for the total amount of \$35,157.00.

County funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
1000-151300-5AE321	(3) HVAC Units	\$42,290.00	\$35,157.00

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on February 25, 2014.

copy: Randolph C. Poston, Chief Financial Officer  
Chief Keith Kirchner, Assistant Sheriff  
Colonel Allan Paavel, Sheriff's Department  
Sylvia Dillon, Sheriff's Department  
Mark Kerley, Building Services Manager  
Bob Hall, Assistant Building Services Manager.

## County of Lexington

### Bid Tabulation

**BID # : B14024-01/21/14S**

**THREE (3) HVAC UNIT REPLACEMENTS**

Item	Qty	U/M	Description	Cullum Services, Inc.		Carolina Supplies and Services		Cudd Heating and AC	
				Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
1	1	JOB	Three (3) Replacement HVAC Units located at Lexington County Sheriff's Department	\$ 26,850.00	\$ 26,850.00	\$ 28,443.00	\$ 28,443.00	\$ 36,433.00	\$ 36,433.00
2	3	EA	Hail Guards	\$ 700.00	\$ 2,100.00	\$ 264.00	\$ 792.00	\$ 567.00	\$ 1,701.00
<b>Total</b>					<b>\$ 28,950.00</b>		<b>\$ 29,235.00</b>		<b>\$ 38,134.00</b>

Item	Qty	U/M	Description	McCarter Mechanical, Inc.		Walker White, Inc.		Triad Mechanical Contractors	
				Unit Total	Total Cost	Unit Total	Total Cost	Unit Total	Total Cost
1	1	JOB	Three (3) Replacement HVAC Units located at Lexington County Sheriff's Department	\$ 34,563.00	\$ 34,563.00	\$ 52,450.00	\$ 52,450.00	\$ 37,950.00	\$ 37,950.00
2	3	EA	Hail Guards	\$ 198.00	\$ 594.00	\$ 167.00	\$ 501.00	\$ 192.00	\$ 576.00
<b>Total</b>					<b>\$ 35,157.00</b>		<b>\$ 52,951.00</b>		<b>\$ 38,526.00</b>

**\*\*Advanced Heating & Air of Aiken submitted a "no bid" response due to lack of availability.**

Bids Received: January 21, 2014 @ 3:30 PM E.S.T.

Angela M. Seymour  
Procurement Officer

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## COMMITTEE REPORT

**RE:** FY 2014-15 Community Development Block Grant (CDBG) Program  
FY 2014-15 HOME Investment Partnership Program

**DATE:** February 18, 2014

**COMMITTEE:** Planning & Administration

**MAJORITY REPORT:** Yes

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The Planning & Administration Committee convened on Tuesday, February 11, 2014 to review staff recommendations for the proposed FY 2014-15 Community Development Block Grant (CDBG) Program and FY 2014-15 HOME Investment Partnership Program.

Ms. Stephanie Snowden, Title VI Grant Manager, and Ms. Petra Cruz, CDBG Administrator, presented a summary of funding recommendations for the FY 2014-15 Community Development Block Grant (CDBG) and HOME Investment Partnership Programs. Based on the United States Department of Housing and Urban Development (HUD) recommendations, staff used the current allocation of \$1,453,995 for the CDBG Program and \$479,747 for the HOME Program for budget preparation. Staff presented 14 CDBG and 2 HOME projects for consideration and approval to be included in the Annual Action Plan to HUD. The Committee inquired about additional funding for Transitions. Ms. Cruz reported that the projects presented are based on HUD's criteria per compliance regulation and for the public service entities, such as Transitions, they are only allowed to award up to 15% of the allocation. HUD will release the formal allocations by May, which may be more or less than expected. Staff will return to Council if additional funds become available. The plan is due to HUD by May 15, 2014.

The Planning & Administration Committee voted to recommend that full Council approve staff's recommendations for the proposed FY2014-15 CDBG and HOME Annual Programs for submittal to HUD.

Attachments (3)



# County of Lexington

Community Development Department  
212 South Lake Drive Suite 401  
Lexington, SC 29072  
Phone: (803) 785-8121  
Fax: (803) 785-8188

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## MEMORANDUM

TO: Planning and Administration Committee  
Lexington County Council

THROUGH: Joe Mergo III, County Administrator

FROM: Peatra Cruz, CDBG Administrator

DATE: January 31, 2014

RE: FY 2014-15 Community Development Block Grant (CDBG) Program  
FY 2014-15 HOME Investment Partnership Program

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The United States Department of Housing and Urban Development (HUD) establishes the annual award for the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program. HUD has not notified the County of its allocation for FY 2014-15. However, HUD recommended using the current year's allocation of \$1,453,995 for CDBG and \$479,747 for HOME when preparing our budgets.

A summary is attached of project funding recommendations for the FY 2014-15 CDBG and HOME Programs. We are recommending 14 CDBG activities and 2 HOME activities. All new requests were reviewed and evaluated by the Community Development staff and the Grant Programs Advisory Committee. After preliminary rankings, staff also evaluated the general project eligibility, feasibility, and the capacity of the applicants to administer programs according to federal guidelines. HOME projects will be administered internally, with the exception of the funding set aside as required by HUD for Community Housing Development Organizations (CHDO).

It is County Council's authority to approve any proposed projects or combination of projects that total the amount of available funds. Funding for approved projects will not be available until after July 1, 2014, and will be provided on a reimbursable basis after staff review of supporting documentation.

We request County Council's consideration and approval of the proposed CDBG and HOME projects so that we may proceed with developing our Annual Action Plan, which is due to HUD by May 15, 2014. The projects and budget approved by County Council will be listed in the Annual Action Plan and will also be considered as approved for the purposes of the County's FY 2014-15 budget process.

**Requested Action: Committee recommendation to County Council for approval of staff recommendation of the FY 2014-15 CDBG projects and HOME projects as funded by HUD.**

# FY 2014-15 CDBG PROJECT PROPOSALS

<u>PROJECTS</u>	<u>RECOMMENDED FUNDING</u>
<b>(1) Minor Home Repair Program and Project Delivery</b> <i>Neighborhood Revitalization/Affordable Housing</i>	<b>\$261,000</b>
<b>(2) Acquisition and Affordable Housing Program</b> <i>Neighborhood Revitalization/Affordable Housing</i>	<b>\$250,000</b>
<b>(3) Central SC Habitat for Humanity</b> <i>Neighborhood Revitalization/Affordable Housing</i>	<b>\$162,000</b>
<b>(4) Town of Lexington</b> <i>Duffie Street Sidewalk</i>	<b>\$130,000</b>
<b>(5) Brookland Center for Community Change</b> <i>Senior Center Roof Replacement</i>	<b>\$110,000</b>
<b>(6) Irmo/Chapin Recreation Commission</b> <i>ADA Vehicle for Program Transport</i>	<b>\$53,000</b>
<b>(7) Lexington School District One</b> <i>Pelion Youth Summer Arts Program</i>	<b>\$40,000</b>
<b>(8) Sistercare, Inc.</b> <i>Shelter Upgrades</i>	<b>\$35,000</b>
<b>(9) Town of Gaston</b> <i>ADA Improvements to Police Department</i>	<b>\$31,000</b>
<b>(10) Harvest Hope Food Bank</b> <i>Summer Backpack Child Feeding Program</i>	<b>\$30,000</b>
<b>(11) Midlands Housing Alliance, Inc./Transitions</b> <i>Shelter Facility Improvements</i>	<b>\$30,000</b>
<b>(12) Irmo/Chapin Recreation Commission</b> <i>Afternoon Adventures Program for Children with Disabilities</i>	<b>\$18,000</b>
<b>(13) Babcock Center, Inc.</b> <i>Facility Improvements</i>	<b>\$14,000</b>
<b>(14) Boys and Girls Club</b> <i>BE GREAT Academy Afterschool Program</i>	<b>\$10,000</b>
<b>Total</b>	<b><u>\$1,174,000</u></b>

