



**CITY OF WHARTON
FINANCE COMMITTEE MEETING**

**Monday, October 28, 2024
6:00 PM**


***CITY HALL 120 EAST CANEY STREET
WHARTON, TEXAS 77488***

**NOTICE OF
CITY OF WHARTON
FINANCE COMMITTEE MEETING**

Notice is hereby given that a Finance Committee Meeting will be held on Monday, October 28, 2024, at 6:00 PM at the Wharton City Hall, 120 East Caney Street, Wharton, Texas, at which time the following subjects will be discussed to-wit:

SEE ATTACHED AGENDA

Dated this 24th day October 2024.


By: 
Joseph R. Pace, City Manager

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Finance Committee Meeting is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board, at City Hall of said City or Town in Wharton, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on October 24, 2024, at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

The Wharton City Hall is wheelchair accessible. Access to the building and special parking is available at the primary entrance. Persons with disabilities, who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at (979) 532-4811 Ext. 225 or by FAX (979) 532-0181 at least two (2) days prior to the meeting date. BRAILLE IS NOT AVAILABLE.

Dated this 24th day of October 2024.

CITY OF WHARTON

By: 
Paula Favors
City Secretary



A G E N D A
CITY OF WHARTON
Finance Committee Meeting
Monday, October 28, 2024
City Hall - 6:00 PM

Call to Order.

Roll Call.

Public Comments.


Review & Consider:

1. Minutes from the meeting held October 14, 2024.
2. Resolution: A resolution of the Wharton City Council authorizing the purchase of an electronic sign for the Wharton Civic Center from Core Displays through the TIPS Cooperative Program and authorizing the City Manager of the City of Wharton to execute all documents related to said purchase.
3. Resolution: A resolution of the Wharton City Council authorizing the purchase of a 2024 Case CX37C Mini Excavator ROP for the Public Works Department from Associated Supply Company, Inc., through the Buyboard Cooperative Purchasing Program and authorizing the City Manager to execute all documents related to said purchase.
4. Resolution: A resolution of the Wharton City Council authorizing the replacement of the roof and gutters at the Public Works Department from Monument Roofing Systems through the TIPS Cooperative Program and authorizing the City Manager to execute all documents related to said purchase.
5. Resolution: A resolution of the Wharton City Council authorizing the purchase of an air conditioning unit for the Council Chambers and an air conditioning unit for the City Manager's Office area of City Hall and authorizing the City Manager of the City of Wharton to execute all documents related to said purchase.
6. Resolution: A resolution of the Wharton City Council authorizing the City Manager to Docu-Sign the Texas Department of Transportation Airport Project Participation Agreement for design services to rehabilitate Runway 14/32 and Taxiway A, B, C, and D at the Wharton Regional Airport.

Adjournment.

City of Wharton
120 E. Caney Street
Wharton, TX 77488

FINANCE COMMITTEE

Meeting Date:	10/28/2024	Agenda Item:	Minutes from the meeting held October 14, 2024.
<p>Attached is a copy of the draft minutes from the meeting held on October 14, 2024.</p>			
City Manager: Joseph R. Pace		Date: Thursday, October 24, 2024	
Approval: 			
Mayor: Tim Barker			

**MINUTES
OF
CITY OF WHARTON
FINANCE COMMITTEE MEETING
120 EAST CANEY STREET
WHARTON, TEXAS 77488
Monday, October 14, 2024–6:00 p.m.**

Assistant City Manager Paula Favors declared a meeting of the City Council Finance Committee duly open for the transaction of business at 6:00 p.m.

Committee Members present: Mayor Tim Barker, Councilmember Larry Pittman, and Councilmember Russell Machann.

Committee Members absent: None.

City Council Members present: None.

Staff members present: Assistant City Manager Paula Favors, Finance Director Joan Andel, Assistant to the City Manager Brandi Jimenez, Fire Chief Hector Hernandez, Civic Center Manager Makyla Monroe, and Public Works Director Roderick Semien.

Staff members absent: City Manager Joseph R. Pace.

Visitors: None.

Public Comments. There were no public comments.

The first item on the agenda was to review and consider minutes from the meeting held on September 23, 2024. Councilmember Russell Machann made a motion to approve the minutes as presented. Councilmember Larry Pittman seconded the motion. All voted in favor.

The second item on the agenda was to review and consider a Resolution: A resolution of the Wharton City Council authorizing the City Manager to approve concrete repairs at the Wharton Fire Station and authorizing the City Manager to execute all documents related to said repairs. Fire Chief Hector Hernandez presented the Committee with a memo regarding concrete repairs at the Wharton Fire Station. He stated that he had solicited quotes for the concrete work, and three (3) quotes were received.

The quotes were as follows:

1. JJ Construction-\$17,500.00.
2. Total Outdoor Solutions-\$14,858.00.
3. Cuevas Renovations and Construction-\$17,800.00.

He stated that the funds to pay for the concrete repairs had been included in the FY25 Fire Department Budget. After some discussion, Councilmember Russell Machann made a motion to approve the resolution as presented. Councilmember Larry Pittman seconded the motion. All voted in favor.

The third item on the agenda was to review and consider a Resolution: A resolution of the Wharton City Council authorizing the purchase of a 2026 International HV607 4x2 with a 6–8-yard Dump Body Truck for the Public Works Department from Santex Truck Centers, LTD through the HGACBuy Cooperative Program and authorizing the City Manager to execute all documents related to said purchase. Public Works Director Roderick Semien stated to the Committee that he had received a quote for the purchase of a 2026 International HV607 4x2 with a 6-8-yard dump body truck for the Public Works Department from Sante Truck Centers, LTD, in the amount of \$123,870.00. He stated that the City was a member of an

participated in the HGACBuy Cooperative Purchasing Program. After some discussion, Mayor Tim Barker made a motion to approve the resolution as presented. Councilmember Larry Pittman seconded the motion. Councilmember Russell Machann voted against the motion.

The fourth item on the agenda was to review and consider a Resolution: A resolution of the Wharton City Council authorizing the purchase of a Netzsch Nemo Progressing Cavity Pump for the Public Works Department from Odessa Pumps & Equipment, Inc. through the Buyboard Cooperative Program and authorizing the City Manager to execute all documents related to said purchase. Public Works Director Roderick Semien stated to the Committee that he had received a quote for the purchase of a Netzsch Nemo Progressing Cavity Pump for the Public Works Department in the amount of \$25,986.00. He stated that the City was a member and participated in the BuyBoard Cooperative Purchasing Program. After some discussion, Councilmember Russell Machann made a motion to approve the resolution as presented. Councilmember Larry Pittman seconded the motion. All voted in favor.

The fifth item on the agenda was to review and consider a Resolution: A resolution of the Wharton City Council approving an Interlocal Agreement for the Municipally Owned Building Energy Efficiency Retrofits Program with the State Energy Conservation Office (SECO) and authorizing the City Manager of the City of Wharton to execute all documents related to said agreement. Civic Center Manager Makyla Monroe stated to the Committee that on July 26, 2024, the City Staff submitted an application to the State Energy Conservation Office (SECO) for new energy efficiency retrofit equipment for the Wharton Civic Center in the amount of \$250,000.00. She stated that the improvements included six (6) air conditioning units, replacement of fourteen (14) windows, and weatherstripping on approximately six (6) doors. She stated that on August 28, 2024, the Staff was notified that the application had been approved for funding. After some discussion, Councilmember Russell Machann made a motion to approve the resolution as presented pending the City Attorneys review. Councilmember Larry Pittman seconded the motion. All voted in favor.


The sixth item on the agenda was adjournment.

The meeting was adjourned at 6:15 p.m.

Joseph R. Pace, City Manager

City of Wharton
120 E. Caney Street
Wharton, TX 77488

FINANCE COMMITTEE

Meeting Date:	10/28/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the purchase of an electronic sign for the Wharton Civic Center from Core Displays through the TIPS Cooperative Program and authorizing the City Manager of the City of Wharton to execute all documents related to said purchase.
<p>Civic Center Manager Makyla Monroe obtained a proposal from Core Displays for a lighted, two-sided sign for the Civic Center. The current sign needs replacement due to age, sun exposure and wear in the informational section area. Core Displays is a member of the TIPS Cooperative Program.</p> <p>The cost submitted by Core Displays for a 6mm Ultra-High-Resolution sign is \$61,785.00. Funds to pay for the sign will be through the American Rescue Plan Act.</p> <p>Attached is an example of the sign.</p> <p>Ms. Monroe will be present to answer any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, October 24, 2024
Approval: 			
Mayor: Tim Barker			



City of Wharton

120 E. Caney Street ° Wharton, TX
77488

Phone (979) 532-2491° Fax (979) 532-
0181

MEMORANDUM

To: Joseph R. Pace, City Manager

From: Joan Andel, Finance Director

Date: October 23, 2024

Re: Civic Center Sign

Civic Center Manager Makyla Monroe obtained a proposal from Core Displays for a lighted, two sided sign for the Civic Center. The current sign is in need of replacement due to age, sun exposure and wear in the informational section area. Core Displays is a member of the TIPS Cooperative Program.

The cost submitted by Core Displays for a 6mm Ultra-High Resolution sign is \$61,785.00. Funds to pay for the sign will be through the American Rescue Plan Act. I have attached an example of the sign. The color of the sign will be chosen after the approval to proceed.

Please include this item on the Finance Committee agenda for Monday, October 28, 2024, and if approved, on the City Council agenda for final approval the same evening.

Please contact Makyla Monroe for any questions.

Thank you.

OPTION 2

3'x9' Lighted Sign

- Double Faced
- 3 Year Guarantee on Panels, Including Vandalism
- Aluminum Frame
- Internal LED Lighting
- UL Listed

4'x9' Digital Double Faced

Item-2.

- 6mm, 10mm, 15mm Pitch
- Cloud-Based Programming
- Edge to Edge Viewing
- Front Serviceable
- 5 Yr. Parts Warranty
- Lifetime Technical Service
- UL Listed. ETL Listed

WHARTON CIVIC CENTER



Black Poles

Designed
in USA

Engineered & Assembled in the USA



CORE
DISPLAYS POWERED BY
IMPACT
LED

CORE DISPLAYS ARE VISUALLY STUNNING, INCREDIBLY BRIGHT, AND DESIGNED FOR ALL WEATHER CONDITIONS. OUR UNIVERSAL SIZE LED MODULE DESIGN OFFERS FLEXIBILITY MAKING IT PERFECT FOR ANY APPLICATION.



± 11,000NITS ULTRA-HIGH BRIGHTNESS
x20 Brighter than an LCD TV.
View in full daylight and dimmable at night.
Based on LCD N avg. 500 Nits.

6mm, 10mm, 15mm

PIXEL PITCH OPTIONS

Large IP67 LED diodes,
±100,000 hours lifetime,
1.15 quintillion colors.



IP67 FRONT/IP54 REAR ALL-WEATHER TESTED
UV, salt-mist, vibration,
±temperature, voltage, and
x2 waterproof tested. Fully
sealed LED tile.



OPTIMIZED VIEWING EXPERIENCE

±3840 Hz, 60 FPS
smooth, full motion,
camera-ready
video playback.



CONNECTIVITY OPTIONS

Network with, Ethernet,
wireless, WIFI, Fiber Optic
or 4G cellular technology.



YEAR

WARRANTY

5 -Year parts and
labor. 10-Year parts
On-Site Labor & Extended
Warranties Available.

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Date:
8/23/2024

To: Makyla Monroe
Wharton Civic Center
1924 N Fulton St
Wharton, TX 77488
phone: 979-532-4811
email: mmonroe@cityofwharton.com

From: Joel Pelton 3
Core Displays
512 Sidney Baker St, Ste. 180
Kerrville, TX 78028
cell: 830-370-1161
email: Joel3@coredisplays.net

EMC SPECIFICATIONS

Pitch: 6mm, 10mm, 15mm
Cabinet Size: 4' tall x 9' long
Viewing Area: 4' tall x 9' long
Matrix: 6mm (200x450) | 10mm (120x270) | 15mm (80x180)
Color: Full Color-Outdoor
Configuration: 2 Units (Double Sided)
Brightness: 11,000 NIT's
Viewing Angle: 140° Horizontal / 70° Vertical
Cabinet Access: Front Quick Release RGB Module
Sign Weight: 505 (lbs. Per Side)
Technical Support: Included for Life



5-Year Parts Warranty

Vandalism, Storm & Lightning Warranty: Includes \$5,000 insurance deductible reimbursement, see warranty for details

LIGHTED SIGN SPECIFICATIONS

8.6

3' x 9' Lighted Sign Double Faced

EXTRUDED ALUMINUM FRAME
INTERNAL LED LIGHTING
Polycarbonate Faces
3 Year Guarantee on Faces,
Against Breakage. Including Vandalism
Rated to 120 mph windloads

COMMUNICATION

Wireless Antennas, Cloud Based Programming
Light Sensor: Included
Temp Sensor: NA, Temp from the Cloud

OPTION 2 PACKAGE PRICING

6mm
ULTRA-HIGH
RESOLUTION

\$61,785

10mm
HIGH
RESOLUTION

\$58,565

15mm
ENHANCED
RESOLUTION

\$53,890

- * Installation Included In Above Pricing
- * 50% DEPOSIT | 50% BALANCE
- * Shipped Ready For Installation With All Necessary Mounting Brackets Attached
- * Manufactured in Louisville, KY
- * Shipping Included in Above Pricing
- * Proper Electrical Responsibility of Customer
- * Prices good for 90 days

G3 Series

Full Color Digital Signs



Impact LED proudly introduces the G3 Series of Impact digital sign systems. Our 1'x1' module reliably performs with high brightness, vivid colors, fast refresh rate and industry leading features such as dual power/data connections and module retention leads.

This product is MET Labs certified for NEC and UL48 compliance.



This product complies with FCC Rules - Subpart B of Section 15 of Title 47.



Redundant Power & Data.
Dual power and data inputs reduce the need for a spare part by 80%. High efficiency components consume 22% less energy.



Simple Installation. Impact's Unistruct installation system provides an incredibly strong yet easy to use mounting substructure.



Easy to support. Modules are easily and quickly removed to create fast and simple service.



Premium LEDs, 4-layer Printed Circuit Boards, Meanwell power supplies and gold-plated connector pins are just a few of the components that create a beautiful, long-lasting and dependable display for your application.



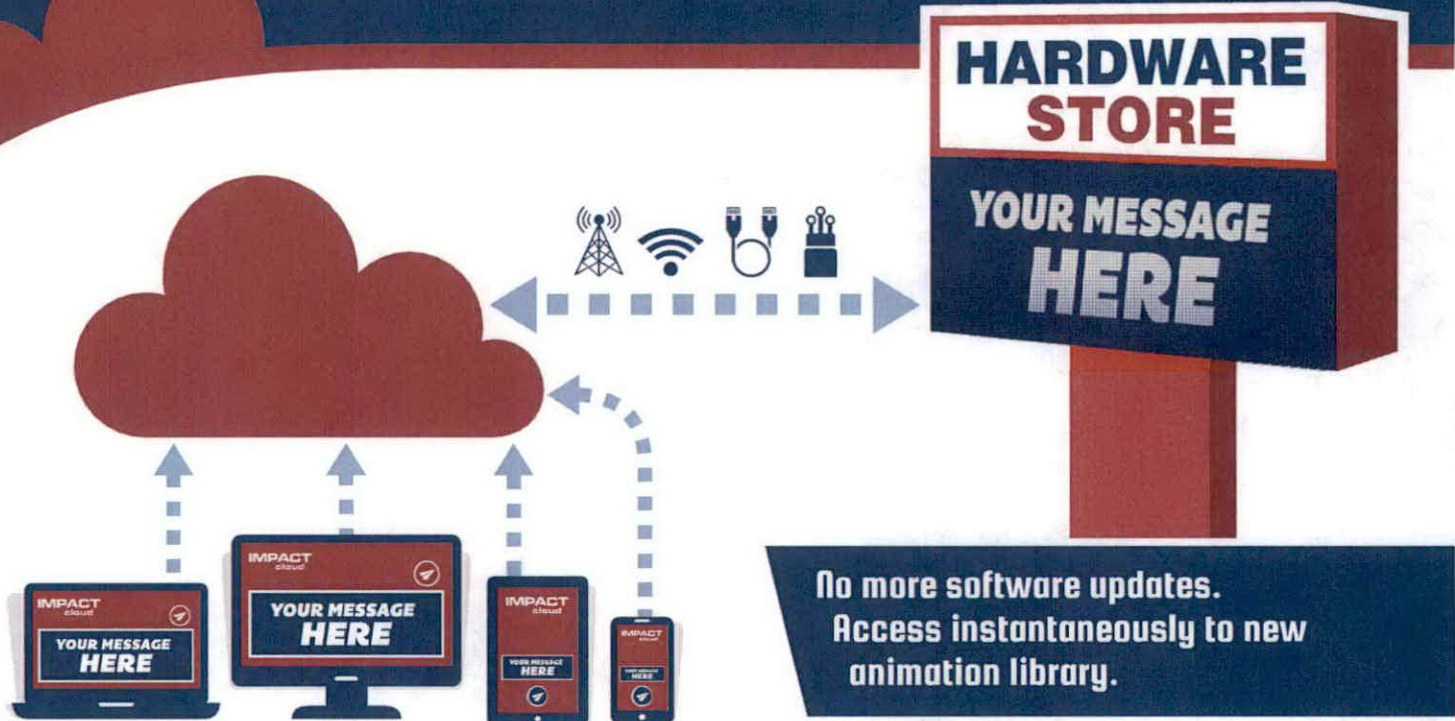
Environmentally sealed cabinets prevent damaging intrusion of moisture and dust.



Cloud based software allows users to connect to their sign from any internet browser on a PC, Mac, Tablet, iPhone, or Android.

IMPACT cloud

Impact Cloud is a user friendly cloud-based communication method for any Impact LED sign. This Browser based system works from any tablet, phone or computer with internet access.



- ♦ Easy to learn, easy to use & easily maximizes the sign's capabilities to maximize the power of the display.
- ♦ Create feature content, design reusable templates and save playlists for as long as you want that will never get lost.
- ♦ Easily move messages around the screen, enlarge, shrink or rotate content and try different fonts and colors.
- ♦ Access and monitor your sign(s) no matter where they are and no matter where you are at any time.
- ♦ Instant access to ever expanding library of graphics.
- ♦ No software updates to download...ever.

**UPDATE YOUR MESSAGES
FROM ANY DEVICE**

USERS CAN NOW PUBLISH CONTENT TO THEIR SIGN
FROM THEIR Ipad, MOBILE DEVICE OR COMP

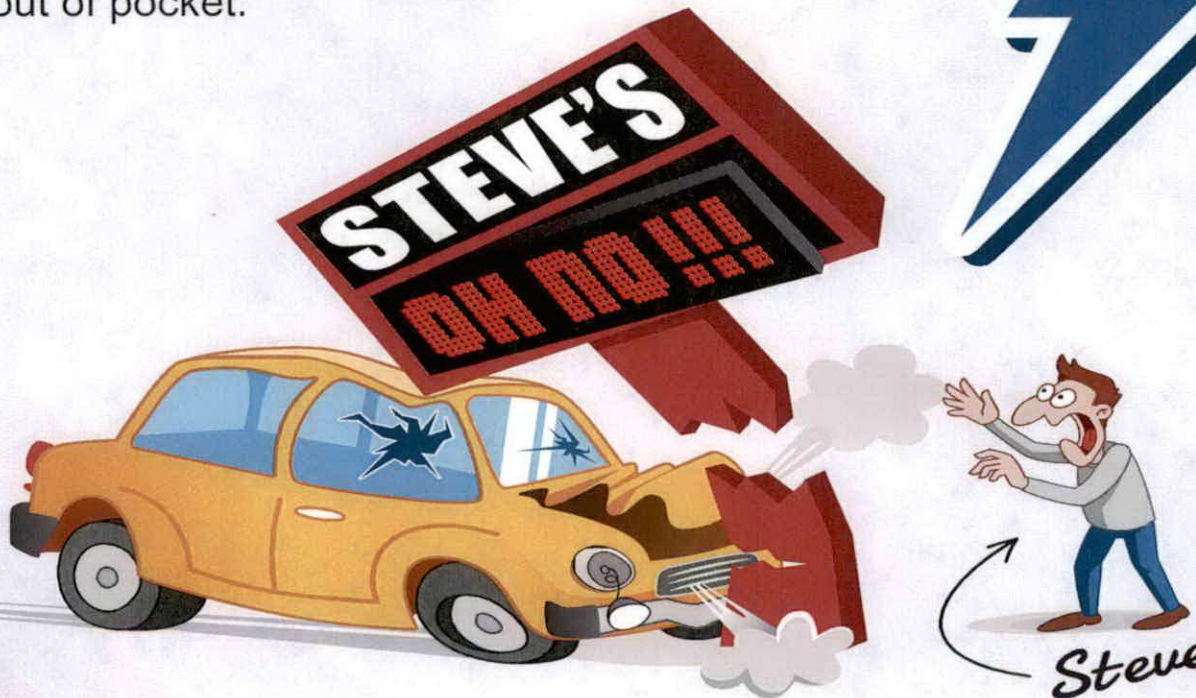
Storm & Vandalism Warranty

Item-2.

In addition to our Limited Lifetime Warranty,
CoreDisplays offers Storm and Vandalism protection.

Although rare, things happen and you want to be covered. Without even a basic layer of protection, catastrophic events can leave you exposed to replacing your sign out of pocket. **CoreDisplays** is here to help. Should a tree fall on your sign, lightning strike and cause damage, flood waters rise or tornadoes twist, our Storm and Vandalism Warranty will help soften the blow! The warranty even applies to intentional or accidental damage to the sign such as vandalism or a car that veers off the road and destroys the sign.

CoreDisplays will reimburse up to \$5,000 of your insurance deductible for the incident for the life of the sign. This allows you to get repairs or replacement with zero dollars out of pocket.



**CITY OF WHARTON
RESOLUTION NO. 2024-XX**

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE PURCHASE OF AN ELECTRONIC SIGN FOR THE WHARTON CIVIC CENTER FROM CORE DISPLAYS, THROUGH THE TIPS COOPERATIVE PROGRAM AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.

WHEREAS, The Wharton City Council wishes to approve Core Displays for the purchase of a sign at the Wharton Civic Center in the amount of \$61,785.00; and,

WHEREAS, The City of Wharton is a member of and participates in the TIPS Cooperative Program; and,

WHEREAS, The Wharton City Council wishes to approve Core Displays for the purchase of an electronic sign in the amount of \$61,875.00 for the Wharton Civic Center; and,

WHEREAS, The Wharton City Council wishes to authorize the City Manager of the City of Wharton to execute all documents related to said purchase.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHARTON, TEXAS as follows:

Section I. The Wharton City Council hereby authorizes the City Manager of the City of Wharton, Texas, to purchase an electronic sign from Core Displays through the TIPS Cooperative Program for the Wharton Civic Center in the amount of \$61,785.00.

Section II. The Wharton City Council hereby authorizes the City Manager to execute all documents related to the purchase of the equipment.

Section III. That this resolution shall become effective immediately upon its passage.

Passed, Approved, and Adopted this 28th day of October 2024.

CITY OF WHARTON, TEXAS


By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

City of Wharton
120 E. Caney Street
Wharton, TX 77488

FINANCE COMMITTEE

Meeting Date:	10/28/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the purchase of a 2024 Case CX37C Mini Excavator ROP for the Public Works Department from Associated Supply Company, Inc., through the Buyboard Cooperative Purchasing Program and authorizing the City Manager to execute all documents related to said purchase.
<p>The City Staff received a quote for the purchase of a 2024 Case CX37C Mini Excavator ROP for the Public Works Department from Associated Supply Company, Inc., in the amount of \$47,192.50. The City is a member of and participates in the Buyboard Cooperative Purchasing Program.</p> <p>Public Works Director Roderick Semien will be present to answer any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, October 24, 2024
Approval: 			
Mayor: Tim Barker			



City of Wharton
Public Works Department
1005 E. Milam Street ° Wharton, TX
77488
Phone (979) 532-2491 ext. 801 ° Fax
(979) 531-1744

MEMORANDUM

Date: October 20, 2024
To: Mr. Joseph R. Pace, City Manager
From: Roderick Semien, Public Works Director
Re: Authorization to purchase a 2024 Case CX37C Mini Excavator ROP

Please find attached the quote for a Case CX37C Mini Excavator with Roll Over Protection. The vendor is a member of the Buy Board Cooperative, and the vehicle will be purchased through the FEMA Alternate River Project Funds. The total price of the machine is listed below:
2024 Case CX 37C: \$47,192.50

I would like this to be placed on the City Council agenda for October 28, 2024.

Should you have any questions, please contact me at (979) 523-2491, Ext. 800.

Thank you.

BuyBoard Quote

ASSOCIATED SUPPLY COMPANY, INC.

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

BuyBoard Vendor:	ASSOCIATED SUPPLY COMPANY, INC.
Address:	6203 LONG DR, HOUSTON TX 77087
Phone:	713-649-0940
Fax:	713-649-5571

Prepared By: TIMOTHY GATES
Mobile: _____
Email: TGATES@ASCOEQ.COM

Date Prepared: 9/12/2024

Government Agency: CITY OF WHARTON

Ship To: CITY OF WHARTON
120 EAST CANEY STREET
WHARTON, TX

Bill To: CITY OF WHARTON
120 EAST CANEY STREET
WHARTON, TX

Contacts' Name: JASON MILLER

Email: JMILLER@CITYOFWHARTON.COM

Phone: _____
Fax: _____

Product Description: CASE CX37C MINI EXCAVATOR ROPS

BuyBoard Contract: 685-22

I. Price List Dated: 4/11/2022

Base Price: \$ 62,257.00

II: Base Bid Options (Itemized Below)

Rubber Tracks	Included
2Way Aux Joystick Proportional	Included
CANOPY 747239	Included
LED Working Lights	\$ 161.00
LED Beacon	\$ 257.00
Standard Counterweight.	Included
Standard Dozer Blade	Included
Travel Alarm	\$ 191.00
24"HD Bucket	\$ 1,844.00
CX37C ROPS Sh Arm II	\$ 448.00
SUB-TOTAL:	\$ 2,901.00

III. SUB-TOTAL OF I & II

IV. BuyBoard Discount:	25.00%	\$	16,289.50
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V: NON-BASE OPTIONS

LOCAL DELIVERY	\$ 500.00
FACTORY FREIGHT	\$ 1,824.00

SUB-TOTAL: \$ 2,324.00

VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2)

VII: TOTAL IV + VI

VIII: QUANTITY ORDERED UNITS: 1

IX: ADDITIONAL DISCOUNT:	\$ 4,000.00
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SUB-TOTAL: \$ -

Options List Price Total: \$ 2,901.00

\$ 65,158.00

BUYBOARD CONTRACT PRICE: \$ 48,868.50

Non-Base Options (%) = 0

SUB-TOTAL: \$ -

\$ 2,324.00

\$ 51,192.50

\$ 51,192.50

\$ 4,000.00

TOTAL: \$ 47,192.50

FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454

CASE

CONSTRUCTION

CX37C

MINI EXCAVATOR

TIER 4 FINAL CERTIFIED



ENGINE

Model	Yanmar 3TNV88F-ESHYB
Emissions Certification	Tier 4 Final
Fuel	Diesel
Cylinders	3
Displacement	100.2 in ³ (1 642 cc)
Fuel injection	Mechanical w/electronic governor
Gross horsepower – SAE J1995 @ 2200 RPM:	24.4 hp (18.2 kW)
Net horsepower – SAE J1349 @ 2200 RPM:	23.7 hp (17.7 kW)
Maximum Engine Torque @ 1200 RPM:	69.4 lb ft (94.1 Nm)
Cooling	Water-cooled

DRIVETRAIN

Travel speeds:	
1st	1.6 mph (2.5 kph)
2nd	2.6 mph (4.2 kph)
Maximum traction force	6,835 lb (3 100 kg)
Gradeability	30° (58%)
Ground pressure:	
Canopy	N/A
Cab	4.83 psi (0.34 kgf/cm ²)

ELECTRICAL

Voltage	12 Volts
Alternator rating	55 amp
Battery	1 x 12 V x 70 Ah 750 CCA

OPERATOR ENVIRONMENT

ROPS/FOPS four post canopy or enclosed cab; ISO 6396:2008 sound pressure level LpA=75dB (A); Pilot operated hand controls and foot pedals; Adjustable seat w/seat belt; Arm rests; 12V socket.

Display includes:

Engine oil pressure warning lamp; Battery charging warning lamp; Engine preheat pilot lamp; Engine coolant temp warning lamp; Air cleaner warning lamp; Overload warning lamp; Travel speed pilot lamp; Fuel low level warning lamp; Air cleaner warning lamp; Hyd. quick coupler lock lamp; Engine coolant temp gauge; Fuel gauge and Hour meter.

OPERATING WEIGHT

Canopy operating weight:
Short arm 7,990 lb (3 625 kg)
Long arm w/additional counterweight 8,350 lb (3 790 kg)

Cab operating weight:
Short arm 8,300 lb (3 765 kg)
Long arm w/additional counterweight 8,660 lb (3 930 kg)

NOTE: w/rubber tracks/no quick coupler/bucket/fluids/full of fuel/165 lb operator.

HYDRAULICS

Main pumps: Variable displacement tandem axial piston pump + gear pump
Max rated flow: 2 x 9.9 + 6.1 gpm
(2 x 37.4 + 23.1 L/min)

Auxiliary flow @ 3,278 psi (226 bar):
Primary 16.0 gpm (60.5 L/min)
Secondary 16.0 gpm (60.5 L/min)

System relief pressure:
Standard 3,271 psi (226 bar)
Overload relief valve 3,556 psi (245 bar)

Pilot control hydraulic system:
Pump Gear Pump
Maximum capacity 2.6 gpm (9.9 L/min)

Control valves:
Pilot control for boom, arm, bucket, and swing
Mechanical control for left/right travel and backfill blade

Swing motor: Fixed displacement axial piston motor
Automatic spring applied hydraulic released brake

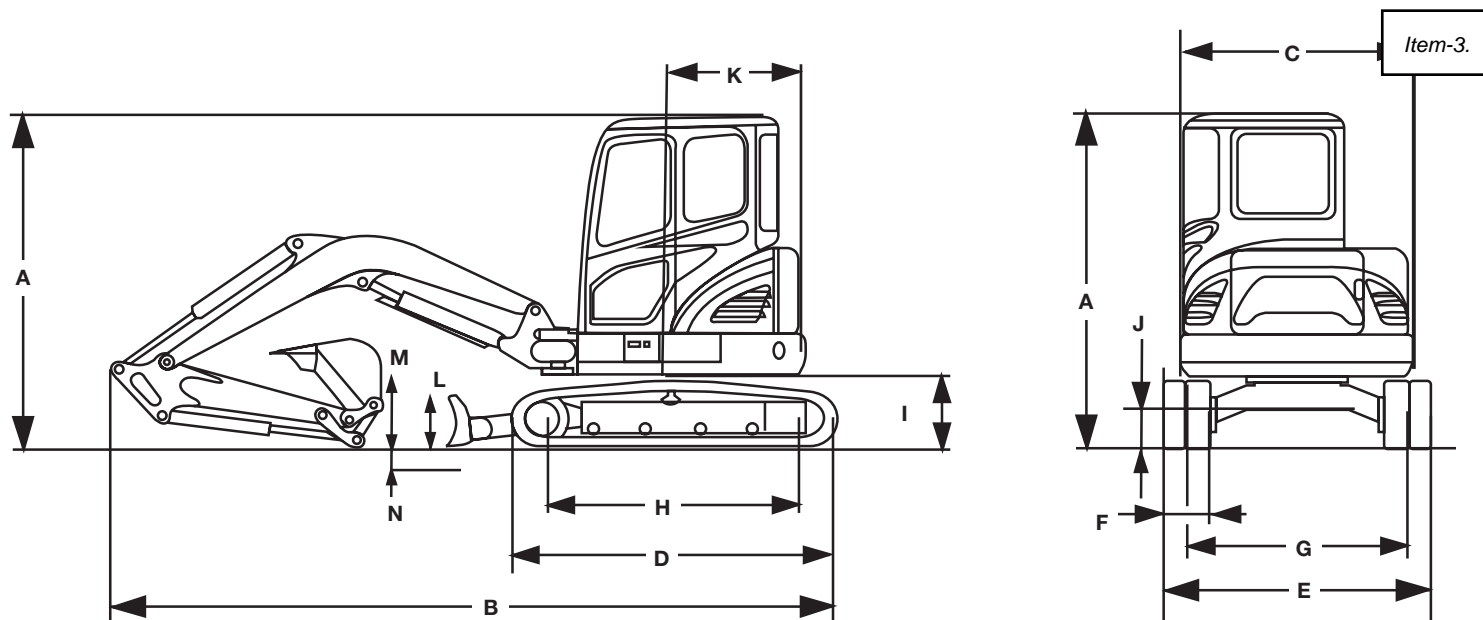
Travel motor: Variable displacement axial piston 2-stage planetary
Automatic spring applied hydraulic released brake

SERVICE CAPACITIES

Fuel tank	10.5 gal (40 L)
Hydraulic tank:	
Refill capacity	9.8 gal (37 L)
Total system	15.9 gal (60 L)
Engine oil w/filter change	1.8 gal (6.7 L)
Radiator	1.5 gal (5.5 L)

OTHER SPECIFICATIONS

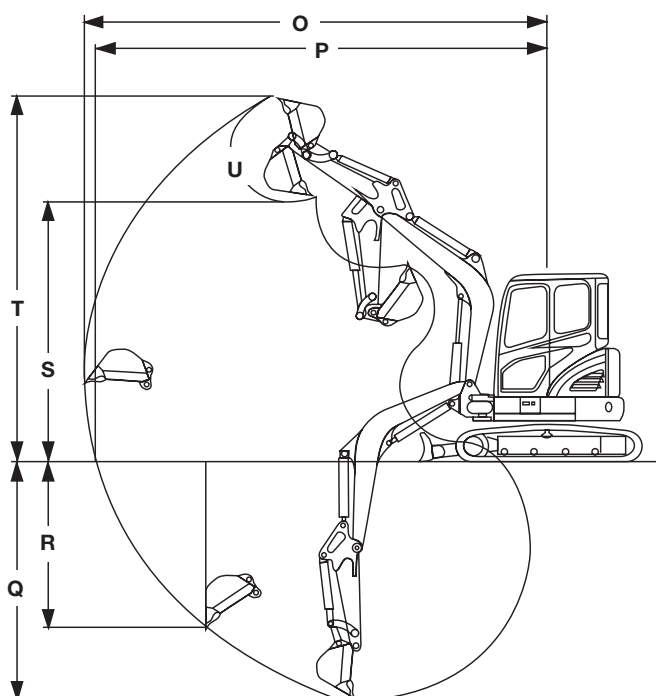
Swing speed	0 – 9.5 RPM
Undercarriage:	
Track rollers	1 upper / 4 lower each
Boom:	
Swing	75° left / 50° right
Length	8 ft 2 in (2.5 m)
Arm:	
Standard length	4 ft 3 in (1.3 m)
Long arm length	5 ft 3 in (1.6 m)



Line drawings are for illustrative purpose only
and may not be exact representation of unit.

DIMENSIONS

	4 ft 3 in (1.3 m) Arm
A. Overall height	8 ft 2 in (2 500 mm)
B. Overall transport length	15 ft 9 in (4 790 mm)
C. Width of upper structure	5 ft 0 in (1 530 mm)
D. Track overall length	7 ft 0 in (2 130 mm)
E. Track overall width	5 ft 9 in (1 740 mm)
F. Track shoe width	12 in (300 mm)
G. Track gauge	4 ft 9 in (1 440 mm)
H. Center to center - idler to sprocket	5 ft 7 in (1 700 mm)
I. Upper structure ground clearance	1 ft 9 in (540 mm)
J. Minimum ground clearance	11 in (290 mm)
K. Tail swing radius:	
Standard counterweight	2 ft 10 in (870 mm)
Additional counterweight	3 ft 3 in (985 mm)
Boom swing	75° left/50° right
Tail swing overhang:	
Standard counterweight	0 in (0 mm)
Additional counterweight	5 in (115 mm)



BLADE SPECS

	Standard Blade	Angled Blade
L. Backfill blade height	1 ft 3 in (370 mm)	1 ft 4 in (407 mm)
M. Backfill blade rise above ground	1 ft 3 in (375 mm)	1 ft 5 in (428 mm)
N. Backfill blade dig depth	1 ft 3 in (390 mm)	1 ft 5 in (440 mm)
Backfill blade width	5 ft 9 in (1 740 mm)	5 ft 9 in (1 740 mm)

PERFORMANCE SPECS

	4 ft 3 in (1.3 m) Arm	5 ft 3 in (1.6 m) Arm
O. Maximum dig radius	17 ft 5 in (5 315 mm)	18 ft 5 in (5 605 mm)
P. Dig radius at groundline	17 ft 1 in (5 200 mm)	18 ft 0 in (5 495 mm)
Q. Maximum dig depth	10 ft 3 in (3 135 mm)	11 ft 3 in (3 440 mm)
R. Vertical straight wall dig depth	7 ft 2 in (2 190 mm)	8 ft 5 in (2 565 mm)
S. Dump height	11 ft 3 in (3 425 mm)	11 ft 10 in (3 615 mm)
T. Overall reach height	15 ft 9 in (4 810 mm)	16 ft 7 in (5 010 mm)
U. Bucket rotation	180°	180°
Arm digging force - ISO	4,390 lbf (1 990 kgf/19.5 kN)	3,800 lbf (1 720 kgf/16.9 kN)
Bucket digging force - ISO	6,900 lbf (3 130 kgf/30.7 kN)	6,900 lbf (3 130 kgf/30.7 kN)

8 ft 2 in (2.5 m) Boom, 4 ft 3 in (1.3 m) Arm, Dozer Blade Down Canopy unit equipped with 0.11 m³ (SAE heaped) bucket, 12 in (300 mm) rubber track and 900 lb (410 kg) counterweight.

Load / Lift Point Height	LOAD RADIUS								MAXIMUM REACH		
	3 ft (1.0 m)		7 ft (2.0 m)		10 ft (3.0 m)		13 ft (4.0 m)		REACH	CAPACITY	
	END	SIDE	END	SIDE	END	SIDE	END	SIDE		END	SIDE
+10 ft (3.0 m)									12 ft 11 in (3.94 m)	1,170 lb* (530 kg)*	1,070 lb (490 kg)
+7 ft (2.0 m)					1,380 lb* (630 kg)*	1,380 lb* (630 kg)*	1,210 lb* (550 kg)*	1,020 lb (460 kg)	14 ft 7 in (4.45 m)	1,190 lb* (540 kg)*	830 lb (380 kg)
+3 ft (1.0 m)					1,990 lb* (900 kg)*	1,540 lb (700 kg)	1,400 lb* (640 kg)*	970 lb (440 kg)	15 ft 3 in (4.64 m)	1,240 lb* (560 kg)*	750 lb (340 kg)
Groundline			2,990 lb* (1 320 kg)*	2,500 lb (1 130 kg)	2,410 lb* (1 090 kg)*	1,440 lb (650 kg)	1,570 lb* (710 kg)*	920 lb (420 kg)	14 ft 11 in (4.55 m)	1,320 lb* (600 kg)*	750 lb (340 kg)
-3 ft (-1.0 m)	3,840 lb* (1 740 kg)*	3,840 lb* (1 740 kg)*	4,330 lb* (1 960 kg)*	2,800 lb (1 270 kg)	2,390 lb* (1 090 kg)*	1,410 lb (640 kg)	1,520 lb* (690 kg)*	910 lb (410 kg)	13 ft 8 in (4.17 m)	1,400 lb* (640 kg)*	860 lb (390 kg)
-7 ft (-2.0 m)	5,680 lb* (2 580 kg)*	5,680 lb* (2 580 kg)*	3,190 lb* (1 450 kg)*	2,980 lb (1 310 kg)	1,840 lb* (830 kg)*	1,460 lb (660 kg)			11 ft 0 in (3.36 m)	1,470 lb* (670 kg)*	1,230 lb (560 kg)

NOTE: Lifting capacity are based on ISO 10567.

Lifting capacity does not exceed 75% of tipping load with the machine on firm, level ground or 87% of full hydraulic capacity.

The lift point is a hook located on the back of the bucket.

*Indicates load limited by hydraulic capacity.

8 ft 2 in (2.5 m) Boom, 5 ft 3 in (1.6 m) Arm, Dozer Blade Down Canopy unit equipped with 0.11 m³ (SAE heaped) bucket, 12 in (300 mm) rubber track and 1,235 lb (560 kg) counterweight.

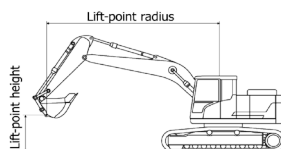
Load / Lift Point Height	LOAD RADIUS								MAXIMUM REACH		
	3 ft (1.0 m)		7 ft (2.0 m)		10 ft (3.0 m)		13 ft (4.0 m)		REACH	CAPACITY	
	END	SIDE	END	SIDE	END	SIDE	END	SIDE		END	SIDE
+10 ft (3.0 m)							970 lb* (440 kg)*	970 lb* (440 kg)*	14 ft 2 in (4.32 m)	970 lb* (440 kg)*	970 lb* (440 kg)*
+7 ft (2.0 m)							1,060 lb* (480 kg)*	1,060 lb* (480 kg)*	15 ft 8 in (4.78 m)	940 lb* (420 kg)*	840 lb (380 kg)
+3 ft (1.0 m)			3,710 lb* (1 680 kg)*	3,390 lb (1 540 kg)	1,770 lb* (800 kg)*	1,760 lb (800 kg)	1,290 lb* (590 kg)*	1,110 lb (500 kg)	16 ft 3 in (4.95 m)	990 lb* (450 kg)*	760 lb (350 kg)
Groundline			3,060 lb* (1 390 kg)*	3,060 lb* (1 390 kg)*	2,300 lb* (1 040 kg)*	1,630 lb (740 kg)	1,510 lb* (680 kg)*	1,050 lb (470 kg)	16 ft 0 in (4.87 m)	1,140 lb* (520 kg)*	760 lb (350 kg)
-3 ft (-1.0 m)	3,040 lb* (1 380 kg)*	3,040 lb* (1 380 kg)*	4,610 lb* (2 090 kg)*	3,090 lb (1 400 kg)	2,420 lb* (1 100 kg)*	1,580 lb (720 kg)	1,560 lb* (710 kg)*	1,020 lb (460 kg)	14 ft 10 in (4.52 m)	1,250 lb* (570 kg)*	850 lb (380 kg)
-7 ft (-2.0 m)	4,610 lb* (2 090 kg)*	4,610 lb* (2 090 kg)*	3,720 lb* (1 690 kg)*	3,160 lb (1 430 kg)	2,080 lb* (940 kg)*	1,600 lb (730 kg)			12 ft 6 in (3.81 m)	1,340 lb* (610 kg)*	1,120 lb (510 kg)

NOTE: Lifting capacity are based on ISO 10567.

Lifting capacity does not exceed 75% of tipping load with the machine on firm, level ground or 87% of full hydraulic capacity.

The lift point is a hook located on the back of the bucket.

*Indicates load limited by hydraulic capacity.



STANDARD EQUIPMENT

Item-3.

ENGINE

Yanmar 3TNV88F-ESHYB
Glow plug starting aid
Dry type air cleaner with restriction indicator

ELECTRICAL

12-volt electrical starting system
Heavy-duty battery
Battery Master Switch
Key Start
Anti-Theft-Engine starting passwords
Front working light
Auto-idle feature with on/off switch
Horn
Pre-wired – Telematics ready

HYDRAULICS

Auxiliary hydraulics – single/bi-directional –
and plumbing to arm
Large hydraulic oil cooler
Control pattern selector valve
Cylinder rod protection covers – Backfill
blade and Boom

TRACK DRIVE

Rubber belt tracks
Automatic 2-speed travel
Fully hydrostatic drive system
Sealed and lubricated track rollers
Track tension adjustment – grease type

UPPER STRUCTURE

Zero tail swing
Standard arm: 4 ft 3 in (1.3 m)
Bucket linkage with lifting hook
Thumb bracket

OPERATOR ENVIRONMENT

See page 1

OTHER

Swing boom – 75° left/50° right
Hydraulic backfill blade

WARRANTY

Base warranty coverage: 2-Year/3,000-Hour
Full Machine Limited Warranty

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

Cab with Heat and air conditioning and radio
with USB and 2 speakers
Travel alarm

TRACK OPTIONS

Tracks:
Steel Tracks 12 in (300 mm)

OTHER

Additional counterweight adds 330 lb (150 kg)
Optional long arm: 5 ft 3 in (1.6 m)
Hydraulic quick coupler provision
Hydraulic coupler
Klacz coupler
Mechanical coupler
Hydraulic hammer
Beacon
2nd auxiliary circuit
4-way angle blade with 25° left and 25°
right angle offset: adds 220 lb (100 kg)

CaseCE.com

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IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.



CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

Form No. CCE202108CX37C
Replaces Form No. CCE201806CX37C

CX37C

- Page 21 -

4 of 4

**CITY OF WHARTON
RESOLUTION NO. 2024-XX**

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE PURCHASE OF A 2024 CASE CX37C MINI EXCAVATOR ROP FOR THE PUBLIC WORKS DEPARTMENT FROM ASSOCIATED SUPPLY COMPANY, INC., THROUGH THE BUYBOARD COOPERATIVE PURCHASING PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.

WHEREAS, A quote was received for the purchase of a 2024 Case CX37C Mini Excavator ROP for the Public Works Department; and,

WHEREAS, The City of Wharton is a member of and participates in the Buyboard Cooperative Purchasing Program; and,

WHEREAS, Associated Supply Company, Inc., submitted a quote in the amount of \$47,192.50; and,

WHEREAS, The Wharton City Council wishes to approve Associated Supply Company, Inc., for the purchase of a 2024 Case CX37C Mini Excavator ROP in the amount of \$47,192.50 for the Public Works Department; and,

WHEREAS, The Wharton City Council wishes to authorize the City Manager of the City of Wharton to execute all documents related to said purchase.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHARTON, TEXAS:

SECTION I. The Wharton City Council hereby authorizes the City Manager to purchase a 2024 Case CX37C Mini Excavator ROP for the Public Works Department Associated Supply Company, Inc., through the Buyboard Cooperative Purchasing Program in the amount of \$47,192.50.

SECTION II. The Wharton City Council hereby authorizes the City Manager to execute all documents related to the purchase of the equipment.

SECTION III. That this resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this 28th day of October 2024.

CITY OF WHARTON


TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

City of Wharton
120 E. Caney Street
Wharton, TX 77488

FINANCE COMMITTEE

Meeting Date:	10/28/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the replacement of the roof and gutters at the Public Works Department from Monument Roofing Systems through the TIPS Cooperative Program and authorizing the City Manager to execute all documents related to said purchase.
<p>On September 17, 2024, the City Staff requested proposals from three roofing vendors for the Public Works Department Roof. One proposal was received from Monument Roofing Systems in the amount of \$57,0000.00 with an option to remove and replace approximately 300 feet of gutter and downspouts for an additional \$13,000.00. Attached is the complete proposal for your review. Monument Roofing Systems is a vendor in the TIPS Cooperative Program of which the City of Wharton is a member.</p> <p>It is the recommendation of the City Staff to accept the proposal from Monument Roofing Systems and to also approve the option of including the gutter and downspouts. The total cost of the project is \$70,000.00. The money to pay for the project will be funded through the FEMA Alternate River Project.</p> <p>City Attorney Paul Webb has reviewed the proposal.</p> <p>Finance Director Joan Andel will be present for any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, October 24, 2024
Approval: 			
Mayor: Tim Barker			



City of Wharton

120 E. Caney Street ° Wharton, TX
77488

Phone (979) 532-2491° Fax (979) 532-
0181

MEMORANDUM

To: Joseph R. Pace, City Manager

From: Joan Andel, Finance Director

Date: October 23, 2024

Re: Public Works Department Roof Project

On September 17, 2024, the City Staff requested proposals from three roofing vendors for the Public Works Department Roof. One proposal was received from Monument Roofing Systems in the amount of \$57,0000.00 with an option to remove and replace approximately 300 feet of gutter and downspouts for an additional \$13,000.00. Attached is the complete proposal for your review. Monument Roofing Systems is a vendor in the TIPS Cooperative Program of which the City of Wharton is a member.

It is the recommendation of the City Staff to accept the proposal from Monument Roofing Systems and to also approve the option of including the gutter and downspouts. Total cost of the project is \$70,000.00. The money to pay for the project will be funded through the FEMA Alternate River Project.

Please include this item in the Finance Committee meeting on October 28, 2024 for consideration so that a recommendation can be made and submitted to the City Council for approval on the same date. City Attorney Paul Webb has reviewed the proposal.

Please contact me for any questions.

Thank you.



Item-4.

ROOFING SYSTEMS

*"The Leader in **Green** Commercial Roofing Technology"*

Duro-Last® Roof Systems – TPO Roofing Systems – High Performance Rubber and Silicone Roof Coatings --Thermal Imaging
Commercial · Industrial

Proposal/Contract Agreement
MCI #0924-5428



TIPS # 24060402

October 23, 2024

City of Wharton
120 East Caney Street
Wharton, Texas 77488

Attn: Joan Andel

Subject: Install DURO-LAST® Roofing City of Wharton Public Works @ 1005 TX-60, Wharton, TX

System Type: DURO-LAST mechanically fastened, single ply, PVC membrane roofing system.

Proposal:

Monument Constructors, Inc. ("MCI" or "seller") hereby propose to furnish to City of Wharton ("buyer" or "customer") the necessary labor, material, equipment, insurance and supervision to install approximately 7,250 sq. ft. of a DURO-LAST roof system, with a twenty (20) year **NDL** warranty against defects in materials and workmanship, on the project referenced. This proposal is based on utilizing the following materials and qualifications:

Proposal Includes:

1. Install EPS Flute Filler
2. Install 1" ISO insulation.
3. Install DURO-LAST Duro-Tuff 50 mil white membrane.
4. Install 4 ea. 3'X5' curb mounted skylights.
5. Install PVC coated metal trim.
6. Install DURO-LAST prefabricated accessories as required to complete the system.
7. Commercial Roofing General Liability and Worker's Compensation Insurance.
8. Required Safety Equipment.
9. Clean-up and Disposal of Construction Related Equipment and Debris.

Proposal Does Not Include:

1. Repairs to any unknown or unseen structural, mechanical, electrical, or water intrusion damage or deficiencies.
2. Removal or relocation of electrical conduit, communications cables, plumbing, fencing, etc.
3. Calibration of any electronic equipment including, but not limited to: satellite dishes, communications equipment, analyzers, detectors, safety and fire detection and prevention equipment, etc.

Qualifications/Clarifications:

1. The proposal is based on overlaying the existing metal roof.
2. If required, any HVAC, plumbing, electrical, etc. that may need to be moved or disconnected and reconnected (other than normal roofing practice) will be performed by a subcontractor of owner's choice at owner's expense.
3. If any deteriorated or damaged decking, parapet, fascia, vents, conduit, gutters, drains, etc. are encountered other than what is listed in the scope of work above; during roofing installation, MCI will notify owner or owner's representative of the situation. Upon approval by owner or owner's representative, repairs can be made by MCI with cost of repairs based on time and material or by others at the owner's discretion. ***(Repairs are at owner's expense and will be billed accordingly.)***
4. MCI is not responsible for existing building conditions such as, but not limited to mold, leaking walls, windows, gutters, interior drains, pipes, air conditioner equipment, ducts, vents, fans, parapets, mansards, water lines, masonry walls, adjacent roofs, skylights, trim, or existing water damage to existing building interior, (walls, ceiling, floors, etc.).
5. **Owner to verify with insurance carrier or the TDI (Texas Dept. of Insurance) prior to roofing, if a TDI windstorm certification is required. MCI will pay cost related to TDI inspection only. Owner hereby agrees to pay balance of contract at completion of project and verification of inspection by engineer is made. This verification will be provided by MCI in the form of a WPI-1 form submitted by engineer to TDI. After inspection is made the owner will be responsible for obtaining a copy of the WPI-8 windstorm certificate from Texas Department of Insurance.**
6. The proposal is based on current limits for MCI liability and worker's compensation insurance. A certificate of coverage will be furnished to The City of Wharton and The City of Wharton will be listed as additional insured and supply a copy. All invoices are due upon receipt. Payment is to be made to Monument Constructors, Inc., P.O. Box 22497, Beaumont, TX. 77720-2497
7. If buyer fails to fulfill the terms of payment, all past due invoices shall bear interest at the maximum legal rate allowed by law. Buyer agrees to reimburse seller for all costs incurred including but not limited to attorneys' fees and expenses, for the collection of any past due invoices.
8. **Sheet Metal Trim & Gutters** – Owner to select color of metal trim from "Standard" colors on Berridge Metals color chart. All choices made from outside of "Standard" colors or Berridge Metals are subject to a cost change that could result in additional costs to customer/ owner in the form of a Change Order.

Special Conditions:

Customer to supply utility connections as needed for project, relocation of vehicles during construction and staging area for equipment and storage containers

Start Up Time:

Work to begin within 45 days after a written purchase order signed by the buyer or buyer's representative, is received by MCI and the work will take 10 fair weather workdays once work begins. The buyer's purchase order constitutes acceptance of all conditions of this proposal except as approved in writing by the buyer and MCI.

Payment Options:

1. **Standard Payment Terms:** Bi-weekly progressive draws against balance amount due based on percentage of completion. Total balance due on substantial completion of project and/or receipt of final invoice. All invoices are due upon receipt and made payable to Monument Constructors, Inc., P. O. Box 22497, Beaumont, Texas 77720-2497. Warranty will not be validated by Monument Constructors, Inc. until project is paid in full as agreed including retained funds. Terms accepted by

Initial

Date

2. **Master Card or Visa Card Payment Terms:** 50% due upon signing of contract with bi-weekly progressive draws against balance amount due based on percentage of completion. Total balance due on substantial completion and/or receipt of final invoice. All invoices are due upon receipt and made payable to Monument Constructors, Inc., P. O. Box 22497, Beaumont, Texas 77720-2497. (based on credit card approval with service fee to be added to contract amount) Warranty will not be validated by Monument Constructors, Inc. until project is paid in full as agreed including retained funds. Terms accepted by

Initial

Date

Proposed Amount: \$57,000.00

Option 1: Remove and replace approx. 300' of gutter and downspouts \$13,000.00

NO SALES TAX INCLUDED

Proposal amount honored for next 30 days.

Intellectual Property:

Buyer agrees that this document is the property of Monument Constructors Inc. (MCI) and is intended for the sole and private use of the buyer and/or buyer's representatives to which it is addressed. It is not to be copied, or distributed outside the buyer's organization without the express written consent of MCI unless and until it is approved in writing by the buyer's legal representative and MCI. This proposal may not be used to establish a scope of work, specification, plan, or any other such document by which other developers, builders, contractors, construction companies, etc., may submit a comparative bid, quote, proposal, or similar document. If the buyer and/or buyer's representatives to which this document is addressed use this document to establish a specification or solicit comparative bids for the scope of work or any portion thereof as described herein, the buyer agrees to pay MCI a consulting fee equivalent to 15 percent of the "Total Proposal Amount" listed above. This fee is in addition to any other payments due MCI for any other products or services which MCI provides to the buyer under this agreement or any other past or future agreement between the buyer and MCI.

Acceptance of Proposal/Contract Agreement MCI #0924-5428:

Signature

Date

Monument Constructors, Inc.

Monument Constructors, Inc. P. O. Box 22497. Beaumont, Texas 77720

office: 409.860.9343 fax: 409.860-9248 toll-free: 800.580.9343

www.monumentgreenroof.com

Revised 07/09/21

**CITY OF WHARTON
RESOLUTION NO. 2024-XX**

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE REPLACEMENT OF THE ROOF AND GUTTERS AT THE PUBLIC WORKS DEPARTMENT FROM MONUMENT ROOFING SYSTEMS THROUGH THE TIPS COOPERATIVE PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.

WHEREAS, A proposal was received for the replacement of the roof and gutters at the Public Works Department; and,

WHEREAS, Monument Roofing Systems submitted a proposal in the amount of \$70,000.00; and,

WHEREAS, The City of Wharton is a member of and participates in the TIPS Cooperative Purchasing Program; and,

WHEREAS, The Wharton City Council wishes to approve Monument Roofing Systems for the replacement of the roof and gutters at the Public Works Department; and,

WHEREAS, The Wharton City Council wishes to authorize the City Manager of the City of Wharton to execute all documents related to said purchase.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHARTON, TEXAS:

SECTION I. The Wharton City Council hereby authorizes the City Manager to accept the proposal from Monument Roofing Systems for the roof and gutter replacement at the Public Works Department through the TIPS Cooperative Purchasing Program in the amount of \$70,000.00.

SECTION II. The Wharton City Council hereby authorizes the City Manager to execute all documents related to said project.

SECTION III. That this resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this 28th day of October 2024.

CITY OF WHARTON


TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

City of Wharton
120 E. Caney Street
Wharton, TX 77488

FINANCE COMMITTEE

Meeting Date:	10/28/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the purchase of an air conditioning unit for the Council Chambers and an air conditioning unit for the City Manager’s Office area of City Hall and authorizing the City Manager of the City of Wharton to execute all documents related to said purchase.												
<p>The City Staff received quotes for the replacement of an air conditioning unit for the Council Chambers and the City Manager’s office in City Hall. The Council Chamber unit is non-operational and the unit in the City Manager’s Office was manufactured in 1990.</p> <p>Quotes were received from:</p> <table><tr><td></td><td><u>Council Chambers</u></td><td><u>City Manager’s Office</u></td></tr><tr><td>Roberson Air Conditioning</td><td>\$18,922.00</td><td>\$8,574.00</td></tr><tr><td>E.B. Air</td><td>\$19,995.00</td><td>\$9,750.00</td></tr><tr><td>Eldridge A/C</td><td>\$24,648.21</td><td>\$8,763.70</td></tr></table> <p>Finance Director Joan Andel will be present to answer any questions.</p>					<u>Council Chambers</u>	<u>City Manager’s Office</u>	Roberson Air Conditioning	\$18,922.00	\$8,574.00	E.B. Air	\$19,995.00	\$9,750.00	Eldridge A/C	\$24,648.21	\$8,763.70
	<u>Council Chambers</u>	<u>City Manager’s Office</u>													
Roberson Air Conditioning	\$18,922.00	\$8,574.00													
E.B. Air	\$19,995.00	\$9,750.00													
Eldridge A/C	\$24,648.21	\$8,763.70													
City Manager: Joseph R. Pace			Date: Thursday, October 24, 2024												
Approval: 															
Mayor: Tim Barker															



City of Wharton

120 E. Caney Street ° Wharton, TX
77488

Phone (979) 532-2491° Fax (979) 532-
0181

MEMORANDUM

To: Joseph R. Pace, City Manager

From: Joan Andel, Finance Director

Date: October 23, 2024

Re: Air Conditioning Units for City Hall

The City staff received quotes for the replacement of an air conditioning unit for the Council Chambers and the City Manager's office in City Hall. The Council Chamber unit is non-operational and the unit in the City Manager's Office was manufactured in 1990.

Quotes were received from:

	Council Chambers	City Manager's Office
Roberson Air Conditioning	\$18,922.00	\$8,574.00
E.B. Air	\$19,995.00	\$9,750.00
Eldridge A/C	\$24,648.21	\$8,763.70

The funds to pay for air conditioning improvements have been allocated in the 2019 Bond Funds

Please include this item in the Finance Committee meeting on October 28, 2024, so that a recommendation can be made and submitted to the City Council for final approval on the same date.

Please contact me for any questions.

Thank you.



200 E Milam St • Wharton, TX 77488 • TACLA44413C

info@robersonac.com • 979-532-5101 (call or text)

www.RobersonAC.com

To: City of Wharton

Address: 120 E Caney St (City Hall - #2)

City: Wharton, TX 77488

Date: October 21, 2024

Phone: 979-532-2491 x225

Email: jandel@cityofwharton.com

The undersigned, Roberson Air Conditioning & Refrigeration, Inc., proposes to furnish to you as the Buyer all the equipment, materials, and necessary labor for installation of same, as described below, subject to condition herein, for the work on the job or building location at above address as per plans and specifications, if any, and prepared by Michael Roberson, President. (Regulated by: Texas Dept. of Licensing & Regulation PO Box 121157; Austin, TX 78711 (512) 463-7357 (800) 803-9202 www.license.state.tx.us/complaints) Said equipment and materials are to be furnished and installed by Roberson Air Conditioning on said premises owned by addressee. And such equipment, materials, and necessary labor are as follows:

Equipment: Coleman (Johnston Controls)

Included Manufacturer Warranty: 5 Year Compressor, 1 Year Parts, 1 Year Labor

• Replace with 7.5 Ton Comfortmaker 11.2 EER R-410a 460V 3PH 1 Stage AC Condenser, 80K BTU 115V Multi Speed 80% AFUE Gas Furnace with TXV evaporator coil.

Includes: Media Filtration System

Excludes: Ductwork, Thermostat

Total: \$18,922.00

Note: Buried copper refrigerant lines exposed to moisture & soil can cause reduced capacity, performance, and efficiency. Our recommendation is to relocate the condenser units to the roof because refrigerant line replacement is not feasible. Prior approval was issued by Jones & Carter in 2010 during the Siemens Energy Audit. Furthermore, elevating the units to 1 foot above grade would increase the height of the current units by roughly 3-4 feet.

Exclusions & Customer Responsibilities:

Electrical disconnects, breakers, electrical whips or pigtails, gas lines stub out or valve, air handler unit platforms, catwalks for safe unit access, drop down staircase(s), roof penetrations, condensation drain line(s), plumbing stub out, Hail/Coil Guards, Low Ambient Sensor/Controls, Unit Controllers (unless otherwise noted), labor and materials required to remove, install, or modify T-Bar suspended ceilings, does not include crane service. Not Responsible for damaged to Tiles, Ceiling, Walls or other items associated with installation of equipment.

Due to rising material, shipping, & energy prices, quote is valid for 15 days. Quote does not include controllers, hail guards, curb adapters, dampers, crane or lift fees, permits, electrical, ductwork, plumbing, Certified TAB, 3rd party testing, or carpentry finish work, unless otherwise noted. Equipment and materials installed in accordance with local mechanical code, unless otherwise noted. Invoiced price may vary, customer is responsible for any unexpected expenses or change orders do to unforeseen circumstances. Customer must complete all necessary paperwork and meet qualifications to receive said warranties, rebates, and/or credits. Warranty does not include non-manufacturer failures, wear and tear, corrosion, erosion, deterioration, vandalism, neglect, accident, adverse weather, environmental conditions, abuse, improper use, preventative maintenance, freight, filters, deductibles, diagnostics, overtime rates, refrigerant, nor materials. Annual service agreement required to maintain valid warranty. Warranty coverage is not underwritten by Roberson Air Conditioning and is subject to change or termination without notice. Quoted efficiency ratings and equipment capacity may vary. Sixty percent (60%) draw required on acceptance of contract, Thirty percent (30%) draw on rough-in, remaining plus any additional change orders due on completion of contract, unless otherwise noted. Contracted work shall commence after written approval is received.

IF BID ACCEPTED, PLEASE CIRCLE OPTION TOTAL, SIGN AND RETURN THIS PURCHASE AGREEMENT.

CUSTOMERS SIGNATURE & DATE

RESPECTFULLY,

Roberson Air Conditioning & Refrigeration, Inc.

Michael Roberson, President



200 E Milam St • Wharton, TX 77488 • TACLA44413C

info@robersonac.com • 979-532-5101 (call or text)

www.RobersonAC.com

To: City of Wharton

Address: 120 E Caney St (City Hall - #4)

City: Wharton, TX 77488

Date: October 21, 2024

Phone: 979-532-2491 x225

Email: jandel@cityofwharton.com

The undersigned, Roberson Air Conditioning & Refrigeration, Inc., proposes to furnish to you as the Buyer all the equipment, materials, and necessary labor for installation of same, as described below, subject to condition herein, for the work on the job or building location at above address as per plans and specifications, if any, and prepared by Michael Roberson, President. (Regulated by: Texas Dept. of Licensing & Regulation PO Box 121157; Austin, TX 78711 (512) 463-7357 (800) 803-9202 www.license.state.tx.us/complaints) Said equipment and materials are to be furnished and installed by Roberson Air Conditioning on said premises owned by addressee. And such equipment, materials, and necessary labor are as follows:

Equipment: Comfortmaker

Included Manufacturer Warranty: 5 Year Compressor, 1 Year Parts, 1 Year Labor

• Replace with 5 Ton 14.3 SEER2 Series R-410a 208/230V 1PH Copeland Single Stage Scroll AC Condenser, 20 kW Electric Heat, Multi Speed Air Handler with evaporator coil.

Includes: Media Filtration System

Excludes: Ductwork, Thermostat

Total: \$8,574.00

Note: Buried copper refrigerant lines exposed to moisture & soil can cause reduced capacity, performance, and efficiency. Our recommendation is to relocate the condenser units to the roof because refrigerant line replacement is not feasible. Prior approval was issued by Jones & Carter in 2010 during the Siemens Energy Audit. Furthermore, elevating the units to 1 foot above grade would increase the height of the current units by roughly 3-4 feet.

Electrical disconnects, breakers, electrical whips or pigtails, gas lines stub out or valve, air handler unit platforms, catwalks for safe unit access, drop down staircase(s), roof penetrations, condensation drain line(s), plumbing stub out, Hail/Coil Guards, Low Ambient Sensor/Controls, Unit Controllers (unless otherwise noted), labor and materials required to remove, install, or modify T-Bar suspended ceilings, does not include crane service. Not Responsible for damaged to Tiles, Ceiling, Walls or other items associated with installation of equipment.

Due to rising material, shipping, & energy prices, quote is valid for 15 days. Quote does not include controllers, hail guards, curb adapters, dampers, crane or lift fees, permits, electrical, ductwork, plumbing, Certified TAB, 3rd party testing, or carpentry finish work, unless otherwise noted. Equipment and materials installed in accordance with local mechanical code, unless otherwise noted. Invoiced price may vary, customer is responsible for any unexpected expenses or change orders do to unforeseen circumstances. Customer must complete all necessary paperwork and meet qualifications to receive said warranties, rebates, and/or credits. Warranty does not include non-manufacturer failures, wear and tear, corrosion, erosion, deterioration, vandalism, neglect, accident, adverse weather, environmental conditions, abuse, improper use, preventative maintenance, freight, filters, deductibles, diagnostics, overtime rates, refrigerant, nor materials. Annual service agreement required to maintain valid warranty. Warranty coverage is not underwritten by Roberson Air Conditioning and is subject to change or termination without notice. Quoted efficiency ratings and equipment capacity may vary. Sixty percent (60%) draw required on acceptance of contract, Thirty percent (30%) draw on rough-in, remaining plus any additional change orders due on completion of contract, unless otherwise noted. Contracted work shall commence after written approval is received.

IF BID ACCEPTED, PLEASE CIRCLE OPTION TOTAL, SIGN AND RETURN THIS PURCHASE AGREEMENT.

CUSTOMERS SIGNATURE & DATE

RESPECTFULLY,

Roberson Air Conditioning & Refrigeration, Inc.

Michael Roberson, President

PROPOSAL

Customer Name: City of Wharton
Address: 120 E. Caney St.
City, State, Zip: Wharton, TX 77488

Job Name: City Hall
Phone: 979-532-2491
Email: jandel@cityofwharton.com

EQUIPMENT SPECIFICATIONS

Make: American Standard Model Numbers: TTA090, SB1, ABH96

SEER2: EER2: AFUE:

BTUH Cooling: 7.5 Ton BTUH Heating: 90K CFM:

Installation shall include: Indoor and outdoor units, new thermostat, new vent pipe for heat. Adapting back to existing duct, wiring and piping.

10 Day lead time on coil for indoor unit.

PRODUCT WARRANTY

Equip. Parts	1 year
Labor	2 year
Compressor	5 year

Total Price (includes tax): \$ 19,995.00

Andrew Webster 10/21/2024
Signature Date

PROPOSAL

E.B. Item-5.

PO Box 629, East Bernard, TX 77435
(979) 335-4262
License #TACLA93311E

Customer Name: City of Wharton
Address: 120 E. Caney St.
City, State, Zip: Wharton, TX 77488

Job: City Manager Office
Phone: 979-532-2491
Email: jandel@cityofwharton.com

EQUIPMENT SPECIFICATIONS

Make: Lennox

Model Numbers: ML17XC1, CBK45

SEER2: 14.4

EER2: 12

AFUE:

BTUH Cooling: 5-Ton

BTUH Heating: 20 KW

CFM:

INSTALLATION SHALL INCLUDE: Indoor and outdoor units with Healthy Climate filtration. Adapting back to existing duct, wiring and piping.

*No high voltage electrical, plumbing, or carpentry in proposal.

PRODUCT WARRANTY: ☐ EXTENDED (w/registration)

☒ **COMMERCIAL**

Equip/Parts	10 Year
Labor	2 Year
Compressor	10 Year

Equip/Parts	1 Year
Labor	2 Year
Compressor	5 Year

NOTES:

Total (including tax): \$ 9,750.00

Proposal good for 30 days

Andrew Webster

Signature

10/02/24

Date

ELDRIDGE AIR CONDITIONING AND HEATING INC.

P. O. Box 591-WHARTON, TEXAS-77488
 Phone 979-532-8150 Fax 979-532-8826
 TACLA67568E

Date: October 23rd, 2024

To: Wharton City Hall / Counsel's Chambers
 120 E. Caney
 Wharton, TX 77488

The undersigned, Eldridge Air Conditioning & Heating, Inc., (License issued by The Texas Department of Licensing and Regulation, 920 Colorado St., Austin, Texas 78701, P. O. Box 12157, Austin, Texas 78711, phone 1-800-803-9292 Ext. 37369) proposes to furnish to you as Buyer all the equipment, materials, and necessary labor for proper installation of same, as described below, subject to conditions herein, for the work on the job or building located at: Counsel's Chambers as per plans and specifications, if any, and prepared by Pierce Otto. Said equipment, and materials are to be furnished and installed by Eldridge Air Conditioning on said premises owned by Wharton City Hall and such equipment and materials are as follows:

EQUIPMENT:	TRANE, 7.5 Ton System
(1)TTA09043AAA	7.5 Ton Condenser
(1)BAYVALV001	Service Valve
(2) S8B1B080M4PS	Furnace
(1)ABM96-3Y74E	Coil

TOTAL: \$24,648.21

QUOTE INCLUDES DISPOSAL OF OLD EQUIPMENT

**** PRICE QUOTED IS VALID FOR 30 DAYS ****

50% PAYMENT DUE BEFORE EQUIPMENT IS ORDERED - BALANCE DUE UPON COMPLETION.

If bid accepted, please sign and return one copy of this Purchase Agreement.

Respectfully submitted,
 Eldridge Air Conditioning & Heating, Inc.

Customer Signature

Pierce Otto

ELDRIDGE AIR CONDITIONING AND HEATING INC.

P. O. Box 591-WHARTON, TEXAS-77488
 Phone 979-532-8150 Fax 979-532-8826
 TACLA67568E

Date: October 23rd, 2024

To: Wharton City Hall / City Manager's Office
 120 E. Caney
 Wharton, TX 77488

The undersigned, Eldridge Air Conditioning & Heating, Inc., (License issued by The Texas Department of Licensing and Regulation, 920 Colorado St., Austin, Texas 78701, P. O. Box 12157, Austin, Texas 78711, phone 1-800-803-9292 Ext. 37369) proposes to furnish to you as Buyer all the equipment, materials, and necessary labor for proper installation of same, as described below, subject to conditions herein, for the work on the job or building located at: City Manager's Office as per plans and specifications, if any, and prepared by Pierce Otto. Said equipment, and materials are to be furnished and installed by Eldridge Air Conditioning on said premises owned by Wharton City Hall and such equipment and materials are as follows:

EQUIPMENT: 5 Ton Electric Heat System**Trane**

4TTR4060N1000 Condenser
 TEM4B0C60S51S Air Handler
 81-0703-01 Heat Strips

TOTAL: \$9,745.10

RunTru by Trane

A4AC4060D1000 Condenser
 A4AH4E60B1C30 Air Handler
 81-0703-01 Heat Strips

TOTAL: \$8,763.70

*Includes drains and floats. Will flush and reuse copper.

QUOTE INCLUDES DISPOSAL OF OLD EQUIPMENT

**** PRICE QUOTED IS VALID FOR 30 DAYS ****

50% PAYMENT DUE BEFORE EQUIPMENT IS ORDERED - BALANCE DUE UPON COMPLETION.

If bid accepted, please sign and return one copy of this Purchase Agreement.

Respectfully submitted,
 Eldridge Air Conditioning & Heating, Inc.

Customer Signature

Pierce Otto

**CITY OF WHARTON
RESOLUTION NO. 2024-XX**

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE PURCHASE OF AN AIR CONDITIONING UNIT FOR THE COUNCIL CHAMBERS AND AN AIR CONDITIONING UNIT FOR THE CITY MANAGER'S OFFICE AREA OF CITY HALL AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.

WHEREAS, The Wharton City Council wishes to approve the purchase of an air conditioning unit for the Council Chambers and an air conditioning unit for the City Manager's office of City Hall from _____ in the amount of _____; and,

WHEREAS, The Wharton City Council wishes to authorize the City Manager of the City of Wharton to execute all documents related to said purchase.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHARTON, TEXAS as follows:

Section I. The Wharton City Council hereby authorizes the City Manager of the City of Wharton, Texas, to execute all documents related to the purchase from _____ for an air conditioning unit for the Council Chambers and an air conditioning unit for the City Manager's office of City Hall in the amount of _____;

Section II. That this resolution shall become effective immediately upon its passage.

Passed, Approved, and Adopted this 28th day of October 2024.

CITY OF WHARTON, TEXAS


By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

City of Wharton
120 E. Caney Street
Wharton, TX 77488

FINANCE COMMITTEE

Meeting Date:	10/28/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the City Manager to Docu-Sign the Texas Department of Transportation Airport Project Participation Agreement for design services to rehabilitate Runway 14/32 and Taxiway A, B, C, and D at the Wharton Regional Airport.
<p>On June 10, 2024, the City Council approved Resolution 2024-55 authorizing the Mayor to submit a Letter of Intent for the City of Wharton’s Participation in the Texas Department of Transportation Aviation Division Capital Improvement Program for funding cost for design and rehabilitation of the Runway, Parallel Alpha, and Connector Taxiways to include construction phase services.</p> <p>The City Staff received an Airport Project Participation Agreement from the Texas Department of Transportation requesting the City Manager to Docu-Sign the agreement which states the amount estimated from the City is \$17,500.00 which is ten (10) percent of the total projected cost of the design, \$175,000.00. The maximum obligation of the United States payable under this offer for the design services will be \$157,500.00 or ninety (90) percent of \$175,000.00. Any amount over \$175,000.00 total cost will be the City’s responsibility.</p> <p>The agreement further states during the design phase, if the estimated eligible construction project costs exceed \$2,600,000.00, the City may request the State to void the agreement. This request must be made in writing, dated, and if required by the State, the City shall reimburse the State for funds expended on the project and shall assume responsibility for any future expenses for contracted services or materials related to the project prior to the request by the City to void the agreement.</p> <p>City Attorney Paul Webb has reviewed the agreement and recommends City Council approval to allow the City Manager to Docu-Sign the agreement.</p> <p>Finance Director Joan Andel will be present to answer any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, October 24, 2024
Approval: 			
Mayor: Tim Barker			



City of Wharton

120 E. Caney Street ° Wharton, TX
77488

Phone (979) 532-2491° Fax (979) 532-
0181

MEMORANDUM

To: Mr. Joseph R. Pace
City Manager

From: Joan Andel

Date: October 23, 2024

Re: Wharton Regional Airport Runway Project

On June 10, 2024, the City Council approved Resolution 2024-55 authorizing the Mayor to submit a Letter of Intent for the City of Wharton's Participation in the Texas Department of Transportation Aviation Division Capital Improvement Program for funding cost for design and rehabilitation of the Runway, Parallel Alpha, and Connector Taxiways to include construction phase services.

We have received an Airport Project Participation Agreement from the Texas Department of Transportation requesting the City Manager to Docu-Sign the agreement which states the amount estimated from the City is \$17,500.00 which is ten (10) percent of the total projected cost of the design, \$175,000.00. The maximum obligation of the United States payable under this offer for the design services will be \$157,500.00 or ninety (90) percent of \$175,000.00. Any amount over \$175,000.00 total cost will be the City's responsibility.

The agreement further states during the design phase, if the estimated eligible construction project costs exceed \$2,600,000.00, the City may request the State to void the agreement. This request must be made in writing, dated, and if required by the State, the City shall reimburse the State for funds expended on the project and shall assume responsibility for any future expenses for contracted services or materials related to the project prior to the request by the City to void the agreement.

City Attorney Paul Webb has reviewed the agreement and recommends City Council approval to allow you to Docu-Sign the agreement.

I would like to place this item on the Finance Committee agenda for Monday, October 28, 2024 and if approved to submit to the City Council for final approval on the same date.

Should you have any questions, please contact me.

TEXAS DEPARTMENT OF TRANSPORTATION
AIRPORT PROJECT PARTICIPATION AGREEMENT
(Federally Assisted Airport Development Grant)

TxDOT Project No.: 2413WHRTN
 Commission Approval: September 26, 2024
 NPE Funds Applied: FY23
 UEI: RCGDBKA5FW6
 ALN: 20.106

Part I - Identification of the Project

TO: City of Wharton, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

In Process

This Agreement is made and entered into by and between the Texas Department of Transportation for and on behalf of the State of Texas (the "State") and City of Wharton, Texas (the "Sponsor").

The Sponsor desires to sponsor a project for the development of a public aviation facility, known or to be designated as the Airport under the Airport and Airway Improvement Act of 1982, as repealed and recodified in 49 U.S.C. § 47101 *et seq.*, ("Title 49 U.S.C."), and the State's rules, regulations, and procedures promulgated pursuant to Title 3 of the Texas Transportation Code.

The project is described as design services to: rehabilitate Runway 14/32 and taxiway A, B, C and D at Wharton Regional Airport.

The Sponsor applies for federal financial assistance and desires the State to act as the Sponsor's agent in matters connected with the project described above, pursuant to Texas Transportation Code § 22.018 and as detailed below in Part IV.

The parties, by this Agreement, do fix their respective responsibilities, with reference to each other, with reference to the accomplishment of the project and with reference to the United States.

Pursuant to and for the purpose of carrying out the provisions of Title 49 U.S.C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in the Airport Project Participation Agreement and its acceptance of this Offer as provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the project and compliance with the assurances and conditions provided, **THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES, FEDERAL AVIATION ADMINISTRATION ("FAA"), OFFERS**

AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the project, ninety per centum of all allowable project costs. This grant is made on and subject to the following terms and conditions:

Part II - Offer of Financial Assistance

1. The allowable costs of the project shall not include any costs determined by the State to be ineligible under Title 49 U.S.C., Title 3 of the Texas Transportation Code, or the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq.*
2. It is estimated that design/engineering project costs will be approximately \$175,000 (Amount A). It is further estimated that approximately \$175,000 (Amount B) of the project costs will be eligible for federal financial assistance, and that federal financial assistance will be for ninety percent (90%) of the eligible project costs. Final determination of federal eligibility of total project costs will be determined by the State in accordance with federal guidelines following completion of project.

The estimated project cost for the construction phase of this project is \$2,600,000 (Amount C). The construction phase will be started upon completion of design, dependent upon availability of federal funds, and approval of the Texas Transportation Commission. A separate grant will be issued for the construction phase. Any federal financial participation over this amount is not guaranteed.

If federal funds are unavailable, this Agreement shall automatically be voided and become of no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor.

3. The maximum obligation of the United States payable under this offer shall be \$157,500 (Amount D).

This grant should not be construed as block grant funds for the Sponsor, but as a grant for funding of the scope items as listed on page one of this agreement. The State will provide federal funding to complete the approved work items of this grant, and will not amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended if necessary to fulfill the unforeseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state, federal, and/or local funds.

4. It is estimated that the Sponsor's share of the total project costs will be \$17,500 (Amount E). The Sponsor specifically agrees that, regardless of the estimated Amount E, it shall pay any project costs which exceed the sum of the federal share (Amount D). In the event the State determines that additional funding is required by the Sponsor at any time during the development of the Project, the State will notify the Sponsor in writing. The Sponsor will make payment to the State within thirty (30) days from receipt of the State's written notification.

It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State on behalf of the Sponsor which are more than the federal percentage of financial participation as stated in Paragraph II-2. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Sponsor, the State, or the Federal Government will be promptly paid by the owing party. The State shall refund to the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor. The State will not pay interest on any funds provided by the Sponsor.

5. During design, if the estimated eligible construction project costs exceed Amount C, above, the Sponsor may request the State to void this Agreement. The State shall agree to void this Agreement upon the satisfaction of the following conditions:
 - a. the Sponsor's request to the State to void the Agreement shall be in writing and dated; and
 - b. if required by the State, the Sponsor shall reimburse the State for funds expended on this project and Sponsor shall assume the responsibility for any future expenses for contracted services or materials related to the project for which a contract had been executed prior to the Sponsor's request to void the Agreement. Sponsor funds held by the State may be retained until this requirement is satisfied; and
 - c. failure on the part of the Sponsor to comply with the conditions of this paragraph shall constitute a breach of this Agreement.
6. Upon satisfaction of the conditions specified in Paragraph II-5 above, the State shall declare this Agreement null and void, and this Agreement shall have no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor within a reasonable time.
7. If there is an overrun in the eligible project costs, the State may increase the grant to cover the amount of overrun not to exceed the statutory twenty-five (25%) percent limitation and will advise the Sponsor by amendment of the increase. Upon receipt of the amendment, the maximum obligation of the United States is adjusted to the amount specified and the Sponsor will remit their share of the increased grant amount.

Participation in additional federally eligible costs may require approval by the Texas Transportation Commission. The State will not authorize expenditures more than the dollar amounts identified in this Agreement and any amendments without the consent of the Sponsor.

Payment of the United States share of the allowable project costs will be made in accordance with the provisions of such regulations and procedures as the State and the FAA 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.

8. Sponsor's share of project costs (Amount E) shall be paid initially in cash when requested by the State. The State will not execute project contracts until the required funding has been made available by the Sponsor in accordance with this Agreement. At project closeout, Sponsor will be reimbursed for any credited amounts that exceed Sponsor's share.
9. Sponsor, by executing this Agreement certifies, and upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State and federal government the right, upon advance written request during reasonable and regular business hours, to audit any books and records of the Sponsor to verify said funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the project.

Following the execution of this Agreement and upon written demand by the State, the Sponsor's financial obligation (Amount E) shall be due and payable to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay the obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-7. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

Expenditures for eligible project costs for the above project made by the State or the Sponsor prior to the award of a federal grant for the project, and prior to actual receipt of the authority to expend federal grant funds, shall be made from Sponsor funds.

10. The State shall make all reasonable attempts to acquire federal funding for the completion and construction of this project within two years of completion of design services. The Sponsor agrees to complete and construct this project within two years of completion of design services, subject to the availability of federal funds. If the sponsor does not move forward with design or construction, they shall reimburse the state 100% of all costs under contract and/or expended at the point of notification that the project will not be completed. The Sponsor also understand that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the State may suspend or terminate grants related to the design.
11. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the applicable federal regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

12. Environmental Standards. The State and Sponsor are required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the State or Sponsor fails to comply with this requirement, the FAA or State, as applicable, may suspend, cancel, or terminate this Grant Agreement.

13. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

14. Trafficking in Persons. In accordance with section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)), the Grantee, its employees, and any subgrant recipients' employees may not:

- a. Engage in severe forms of trafficking in persons;
- b. Procure a commercial sex act; or
- c. Use forced labor in the performance of this Grant Contract and subgrant agreements.

Violation of this requirement may result in termination of this Grant Contract.

15. Employee Protection from Reprisal.

a. Prohibition of Reprisals:

1. In accordance with 41 U.S.C. § 4712, an employee of a State, Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the State or the Grantee; or
 - vii. A Federal or State regulatory enforcement agency.
 - b. Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - c. Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - d. Required Actions of the Inspection General: Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - e. Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
18. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.
20. Prohibited Telecommunications and Video Surveillance Services and Equipment. The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
21. Critical Infrastructure Security and Resilience. The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
22. The period of performance shall commence on the date the State executes this agreement. The end date of the period of performance is four years from the date of execution of the State.
23. Title VI of the Civil Rights Act. As a condition of a grant award, the State and Sponsor, as applicable, shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The State and Sponsor, if applicable, shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency); sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The State and Sponsor, if applicable, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

23. FAA Reauthorization Act of 2024. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

PART III - Sponsor Responsibilities

1. In accepting the Agreement, the Sponsor guarantees that:
- a. it will comply with Attachment A, Certification of Airport Property Interests, attached and made a part of this Agreement; and
 - b. it will comply with Attachment B, Certification of Airport Fund, attached and made a part of this Agreement; and
 - c. it will comply with Attachment F, Airport Assurances (5/2022), attached and made a part of this Agreement; and
 - d. it will comply with Attachment E, Certification and Disclosure Regarding Potential Conflicts of Interest, attached and made a part of this Agreement; and
 - e. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant; and
 - f. the Airport or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired under this project shall be operated, repaired, and maintained in a safe and serviceable manner for the useful life of said improvements, not to exceed 20 years; and
 - g. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without unjust discrimination between such types, kinds and classes and shall provide adequate public access during the term of this Agreement; and

- h. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
- i. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- j. through the fence access shall be reviewed and approved by the State; and
- k. it will acquire all property interests identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant in the acquisition of such property interests; and that airport property identified within the scope of this project and Attorney's Certificate of Airport Property Interests shall be pledged to airport use and shall not be removed from such use without prior written approval of the State; and
- l. the Sponsor shall submit to the State annual statements of airport revenues and expenses as requested; and
- m. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation, and maintenance of the Sponsor's system of airport(s) or navigational facility(ites).
- n. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund shall be submitted to the State. Such fund may be an account within another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in said Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport or airport system purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph;

and

- o. for federally funded projects any revenue from airport property mineral rights be identified as airport revenue; deposited to the airport fund and used for airport operations; and
- p. the Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
- q. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Texas Local Government Code §§ 241.001 *et seq.* Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interests will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and
- r. it will provide upon request of the State, the engineering or planning consultant, and the FAA copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and
- s. after reasonable notice, it will permit the State, the FAA, and any consultants and contractors associated with this project, access to the project site, and will obtain permission for the State, the FAA, and consultants and contractors associated with this project, to enter private property for purposes necessary to this project; and
- t. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the State and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications, shall be filed with the State for approval; and
- u. it shall take all steps, including litigation, if necessary, to recover funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the term "funds" means funds, however used, or disbursed by the Sponsor or Agent that were originally paid pursuant to this or any other grant agreement. It shall obtain the approval of the State as to any determination of the amount of such funds. It shall return the recovered share, including funds recovered by settlement, order, or judgment, to the State. It shall furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the funds 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 funds shall be approved in advance by the State.

2. The Sponsor certifies to the State that it will have acquired clear title in fee simple to all property upon which construction work is to be performed, or have acquired a leasehold on such property for a term of not less than 20 years, prior to the advertisement for bids for such construction or procurement of facilities that are part of the above project, and within the time frame of the project, a sufficient interest (easement or otherwise) in any other property which may be affected by the project.
3. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting the claim or liabilities which might be imposed on the State as the result of such activities by the Sponsor, the Sponsor's agents or employees.
4. The Sponsor's acceptance of this Offer and ratification and adoption of the Agreement incorporated shall be evidenced by execution of this instrument by the Sponsor, and the Agreement shall comprise a contract constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport. Such Agreement shall become effective upon execution of this instrument and shall remain in full force and effect for a period of at least 20 years.
5. Sponsor agrees to provide a suitable location for pre-bid and for pre-construction conferences, and for the submission and opening of construction bids.
6. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project identified above as defined in Title 49 U.S.C. Sponsor agrees to assume responsibility for operation of the facility in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives before, during and after the completion of this project.
7. The Sponsor shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.
8. The Sponsor shall have on file with the State, Attachment C, Certification Regarding Drug-Free Workplace Requirements, attached and made part of this agreement.
9. Unless otherwise approved by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.

10. Except for instrument landing systems acquired with AIP funds and later donated to and accepted by the FAA, 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 unless the equipment is transferred by agreement to the FAA, in accordance with 49 U.S.C. § 44502(e); The sponsor must check the facility, including instrument landing systems, prior to commissioning to ensure 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 Federal Aviation Administration will not take over the ownership, operation, or maintenance of any sponsor-acquired equipment, except for instrument landing systems.
11. 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 to the provisions in Attachment D "Pavement Maintenance Management Program," attached and made part of this agreement.
12. Fencing- if Applicable, the Sponsor understand that if a fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees to maintain the integrity of the fence for its useful life, but no less than 20 years from the date this Grant was issued. The Sponsor understand that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
13. Maintenance Project Life. The State and Sponsor agree that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The State and Sponsor further agree that AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
14. Buy American Executive Orders. The State and Sponsor agree to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
15. Leaded Fuel. FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-

fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an authorized unleaded aviation gasoline replacement for 100LL meeting, either and industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

Part IV- Nomination of the Agent

1. The Sponsor designates the State as the party to apply for, receive, and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State agrees to assume the responsibility to assure that all aspects of the grant are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives, except as otherwise specifically provided.
3. As required by Texas Transportation Code 22.018, when acting as the agent for Sponsor, State shall advertise for, select, and make contracts with, consultants and contractors in accordance with the law governing the making of contracts by the State.
4. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent for all such purposes, including, but not limited to:

Receiving and Disbursing Agent:

- a. apply for, accept, receive, and deposit with the State Treasury any and all project funds granted, allowed, and paid or made available by the State and/or the United States under Title 49 U.S.C. and congressional appropriation;
- b. receive, review, approve, and process Sponsor's reimbursement requests for approved project costs; and
- c. pay to the Sponsor, from granted funds, the portion of any approved reasonable and eligible project costs incurred by the Sponsor that are in excess of the Sponsor's share.
- d. receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with State-executed contracts.

Contracting Agent:

- e. advertise for services required for the project, including, but not limited to, professional engineering and/or planning services, construction, construction management, and materials acquisition; receive, open, and review bids; select the consultant; provide notification of contract award for professional services; and

negotiate professional services contract terms as necessary; and execute, on behalf of the Sponsor, contracts related to this project;

- f. participate in pre-bid and pre-construction conferences; and issue orders as it deems appropriate regarding construction progress, including but not limited to Notices to Proceed, Stop Work Orders, and Change Orders.
- g. administer Disadvantage Business Enterprises (DBE) and/or Historically Underutilized Business (HUB) Programs in accordance with federal and state regulations.

Contract Management Agent:

- h. exercise such supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order, or direction between the State and the Sponsor, any engineer, contractor, or materialman, the State shall issue a written order, which shall prevail and be controlling.
- i. coordinate and review project plans, specifications, and construction; coordinate and conduct progress and final inspections.

Construction Phase:

- j. review, approve and maintain record drawings.

PART V - Recitals

1. The State and the Sponsor shall obtain an audit as required by federal or state regulations.
2. The Sponsor, and not the State, shall be the contractual party to all construction and professional service contracts entered into for the accomplishment of this project. The power of attorney, as granted by the Sponsor to the State in Part IV - Nomination of Agent, is a limited power to perform acts in connection with airport improvements as specified in or necessitated by this Agreement.
3. The Sponsor agrees to pursue and enforce contract items, which are required by federal and/or state regulations, laws, and orders to insure satisfactory performance of contract vendors. Such items include, but are not limited to, bid bonds, payment bonds, and performance bonds. Pursuit and enforcement of contract items may require litigation and other remedies of law.
4. The United States and the State of Texas shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incidental to, compliance with this grant agreement.
5. This Agreement is executed for the sole benefit of the contracting parties and is not

intended or executed for the direct or incidental benefit of any third party. Furthermore, the State shall not be a party to any other contract or commitment, which the Sponsor may enter into or assume, or have entered into or have assumed, in regard to the above project.

6. If the Sponsor fails to comply with the conditions of the grant, the State may, by written notice to the Sponsor, suspend the grant in whole or in part. The notice of suspension shall contain the following:
 - a. The reasons for the suspension and the corrective action necessary to lift the suspension;
 - b. A date by which the corrective action must be taken;
 - c. Notification that consideration will be given to terminating the grant after the corrective action date.

In the case of suspension or termination, the Sponsor may request the State to reconsider the suspension or termination. Such request for reconsideration shall be made within 45 days after receipt of the notice of suspension or termination.

7. This Agreement is subject to the applicable provisions of Title 49 U.S.C., Title 3 of the Texas Transportation Code, and the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq.* Failure to comply with the terms of this Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that Sponsor is unwilling and/or unable to comply with any of the terms and conditions of this Agreement, the State may pursue any of the following remedies: (1) require a refund of any money expended pursuant to the Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any money expended on the project pursuant to the Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties in Travis County, Texas.
8. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State, which extension shall not unreasonably be denied

or delayed.

9. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities regarding this project and shall not be modified, amended, rescinded, or revoked unless such modification, amendment, rescission, or revocation is agreed to by both parties in writing and executed by both parties.
10. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including §§ 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.
11. The Sponsor's acceptance of this Agreement and ratification and adoption of the Airport Project Participation Agreement shall be evidenced by execution of this instrument by the Sponsor. This Offer and Acceptance shall comprise a Grant Agreement, as provided by the Title 49 U.S.C., constituting the contractual obligations and rights of the United States, the State of Texas, and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided.
12. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
13. **Termination**
This agreement may be terminated in the following manner:
 - ◆ by mutual written agreement and consent of both parties.
 - ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein.
 - ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Sponsor will be responsible for the payment of Project costs incurred by the State on behalf of the Sponsor up to the time of termination. The Sponsor will remit the required funds to the State within sixty (60) days from receipt of the State's notification.

Part VI - Acceptance of the Sponsor

City of Wharton, Texas, does ratify and adopt all statements, representations, warranties, covenants, and agreements constituting the described project and incorporated materials referred to in the Agreement, and does accept the Offer, and agrees to all the terms and conditions of the Agreement.

Executed this _____ day of _____, 20____.

City of Wharton, Texas
Sponsor

Sponsor Signature

Sponsor Title

In Process

Execution by the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

**STATE OF TEXAS
TEXAS DEPARTMENT OF
TRANSPORTATION**

(Signature)

Dan Harmon

(Typed Name)

Director, Aviation Division

(Title)

(Date)

In Process

ATTACHMENT A

CERTIFICATION OF AIRPORT PROPERTY INTERESTS

By signature below, the Sponsor does certify that the airport property, as reflected on the property map and attorney certificate dated August 5, 2024 and on file with TxDOT Aviation Division, remains unchanged and is an accurate reflection of the property owned and/or controlled for Wharton Regional Airport.

In Process

City of Wharton, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

ATTACHMENT B

CERTIFICATION OF AIRPORT FUND

The Sponsor does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. Such fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

City of Wharton, Texas

(Sponsor)

In Process

By: _____

Title: _____

Date: _____

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) 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;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction: Employers of convicted employees must provide notice, including position, title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
 - (1) Taking 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
 - (2) Requiring 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;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f);

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Signed: _____ Dated: _____

Title _____

ATTACHMENT D.

PAVEMENT MAINTENANCE MANAGEMENT PROGRAM

The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agree that the program will:

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

1. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed
2. **Information Retrieval System.** The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the State as may be required.

In Process

Attachment E**Certification and Disclosure Regarding Potential Conflicts of Interest Certification Form**

A sponsor must disclose in writing any potential conflict of interest to the Texas Department of Transportation. No employee, officer or agent of the sponsor shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer, or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements.

Sponsor may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor discloses that it does have a potential conflict of interest, which is further explained below.

☐ Yes ☐ No

2. The sponsor maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No," the sponsor discloses that it does not have a written policy, which is further explained below.

☐ Yes ☐ No

3. Explanation of items marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Signature of Sponsor's Designated Official Representative: _____

Date: _____

ATTACHMENT F

ASSURANCES
AIRPORT SPONSORS
5/2022

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 Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

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

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

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

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

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

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 - 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly

adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

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

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or

relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying aviators 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 Airport Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

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

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

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

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

Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

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

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

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant

Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or

IN DEPENDENT
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection

zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

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

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for BIL projects as of [Application Date].

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

38. Hangar Construction.

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

39. Competitive Access.

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

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects:

http://www.faa.gov/airports/resources/advisory_circulars and

http://www.faa.gov/regulations_policies/advisory_circulars

I have read and agree to follow the attached FAA Grant Assurances.

City of Wharton, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

In Process

For more information, please consultant the AIP handbook.

https://www.faa.gov/airports/aip/aip_handbook/

Table 2-5 Duration and Applicability of Grant Assurances (Airport Sponsors)

Assurances that...	Include (by assurance # if applicable)...
d. Apply for the useful life of the project (not to exceed 20 years from the grant acceptance date) except in the case of a land acquisition grant, for which the useful life is indefinite and the assurance obligations do not expire.	#5 Preserving Rights and Powers #11 Pavement Preventive Maintenance (This applies to all of the airfield pavement on the airport, not just the specific pavement in the grant.) #19 Operations and Maintenance #20 Hazard Removal and Mitigation #21 Compatible Land Use #22 Economic Nondiscrimination #24 Fee and Rental Structure #27 Use by Government Aircraft #28 Land for Federal Facilities #29 Airport Layout Plan #36 Access by Intercity Buses #37 Disadvantaged Business Enterprises (See 49 CFR parts 23 and 26, since certain program requirements may extend the obligation beyond the 20 year period, while the DBE requirements for the project apply until the project is closed.) #38 Hangar Construction #39 Competitive Access
e. Last for as long as the airport is owned and operated as an airport	#23 Exclusive Rights #25 Airport Revenue #30 Civil Rights #31 Disposal of Land

Table 3-7 Minimum Useful Life

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles (unless listed separately below)	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. ARFF vehicles	15 years
h. ARFF structural gear (firefighting suits), which has less heat insulation than proximity gear (per the National Fire Protection Association 1971 Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting)	7 years
i. ARFF proximity gear (firefighting suits), which is also referred to as slicks, bunker, or turn out gear (per the National Fire Protection Association 1971 Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting)	5 years
j. NAVAIDs and Weather Reporting Equipment	15 years
k. Buildings	40 years
l. Land	Unlimited
m. Loading Bridges	20 years
n. Fencing	20 years

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Texas Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.setoda@txdot.gov

To advise Texas Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Texas Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies

- | |
|---|
| <ul style="list-style-type: none"> • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
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****** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic **CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES** document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.

**CITY OF WHARTON
RESOLUTION NO. 2024-XX**

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE CITY MANAGER TO DOCU-SIGN THE TEXAS DEPARTMENT OF TRANSPORTATION AIRPORT PROJECT PARTICIPATION AGREEMENT FOR DESIGN SERVICES TO REHABILITATE RUNWAY 14/32 AND TAXIWAY A, B, C, AND D AT THE WHARTON REGIONAL AIRPORT.

WHEREAS, On June 10, 2024, the City Council approved Resolution 2024-55 authorizing the Mayor to submit a letter of intent for the City of Wharton's Participation in the Texas Department of Transportation Aviation Division Capital Improvement Program for funding cost for design and rehabilitation of the runway, Parallel Alpha, and Connector Taxiways to include construction phase; and,

WHEREAS, The City of Wharton has received from the Texas Department of Transportation an Airport Project Participation Agreement requesting the agreement for design services to rehabilitate Runway 14/32 and taxiway A, B, C, and D at the Wharton Regional Airport, to be Docu-Signed by the City Manager; and,

WHEREAS, Total project costs for the design phase are estimated to be \$175,000.00, and the City of Wharton would be responsible for 10% which is currently estimated to be \$17,500.00. The City of Wharton would also be responsible for any amount over the estimated cost of \$175,000.00 for the design; and,

WHEREAS, The Wharton City Council wishes to authorize the City Manager of the City of Wharton to Docu-Sign the Project Participation Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHARTON, TEXAS as follows:

Section I. That the Wharton City Council hereby authorizes the City Manager of the City of Wharton to Docu-Sign the Project Participation Agreement.

Section II. That this resolution shall become effective immediately upon its passage.

Passed, Approved, and Adopted this the 28th day of October 2024.

CITY OF WHARTON

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

DRAFT