



AGENDA
CITY COUNCIL REGULAR MEETING
Mon County Commission Chambers, 243 High Street, 2nd Floor, Morgantown, WV 26505
Tuesday, August 15, 2023 at 7:00 PM

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **PLEDGE:**
4. **APPROVAL OF MINUTES:**
 - A. July 25, 2023, Special Meeting Minutes
 - B. July 25, 2023, Regular Meeting Minutes
5. **CORRESPONDENCE:**
 - A. Morgantown Police Social Worker - Kelly Rice, LICSW
6. **PUBLIC HEARINGS:**
 - A. **An Ordinance Amending Section 1329, table 1331.05.01, and table 1365.04.01 as it relates to establishing a New Firearms Sales Establishments use in the Planning and Zoning Code**
 - B. **An Ordinance Amending the FY 2023-2024 Annual Budget of the City of Morgantown as shown in the revised budget attached hereto and made a part of this Ordinance as the same applies to the General Fund**
7. **UNFINISHED BUSINESS:**
 - A. Consideration of **APPROVAL** of (Second Reading) of An Ordinance Amending Section 1329, table 1331.05.01, and table 1365.04.01 as it relates to establishing a New Firearms Sales Establishments Use in the Planning and Zoning Code (*First reading 7/11/23*)
 - B. Consideration of **APPROVAL** of (Second Reading) of An Ordinance Amending the FY 2023-2024 Annual Budget of the City of Morgantown as shown in the revised budget attached hereto and made a part of this Ordinance as the same applies to the General Fund (*First reading 7/25/2023*)
 - C. Boards & Commissions

8. PUBLIC PORTION WHICH SHALL BE SUBJECT TO RULES ESTABLISHED BY COUNCIL AND ADOPTED BY RESOLUTION:

9. SPECIAL COMMITTEE REPORTS:

10. CONSENT AGENDA:

11. NEW BUSINESS:

- A.** Consideration of APPROVAL of Authorizing Rules of Council
- B.** Consideration of APPROVAL of Planning Commission Recommendation on Petition to amend Permitted uses in professional, residential, and office district to allow mixed use dwelling, multi-family dwelling, and mixed use building uses as conditional uses
- C.** Consideration of APPROVAL of A Resolution Authorizing & Accepting a Grant from the Federal Aviation Administration (FAA) for the Runway Extension Phase 3 Construction at the Morgantown Municipal Airport
- D.** Consideration of APPROVAL of A Resolution Authorizing & Accepting a Grant from the Federal Aviation Administration (FAA) for the Runway Extension Environmental Remediation at the Morgantown Municipal Airport
- E.** Consideration of APPROVAL of A Resolution Authorizing & Accepting a Grant from the Federal Aviation Administration (FAA) for the Runway Extension Property Acquisition Phase 3 at the Morgantown Municipal Airport
- F.** Consideration of APPROVAL of A Bid Award 2023-12 MGW 18-36 Extension Construction Phase 3 at the Airport
- G.** Consideration of APPROVAL of A Bid Award 2024-01 First Street Relocation Project

12. CITY MANAGER'S REPORT:

13. REPORT FROM CITY CLERK:

14. REPORT FROM CITY ATTORNEY:

15. REPORT FROM COUNCIL MEMBERS:

16. EXECUTIVE SESSION:

- A.** Pursuant to West Virginia State Code Section 6-9A-4(2)(9) to discuss acquisition and or development of real estate in the Fifth Ward and Sixth Ward

17. ADJOURNMENT:

For accommodations please call or text 304-288-7072

City of Morgantown

SPECIAL MEETING July 25, 2023

Special Meeting July 25, 2023: The Special Meeting of the Common Council of the City of Morgantown was held in Monongalia County Commission Chambers on Tuesday, July 25, 2023, at 6:01 p.m.

Present: Mayor Jenny Selin, Deputy Mayor Joe Abu-Ghannam, Council Members, Bill Kawecki, Louise “Weez” Michael, Danielle Trumble, Dave Harshbarger and Brian Butcher.

The meeting was called to order by Mayor Selin.

New Business: None

Executive Session: Pursuant to West Virginia Code Section 6-9a-4(b)(2)(a) to discuss Personnel Matters. Motion by Deputy Mayor Abu-Ghannam, second by Councilor Kawecki, to go into executive session. Motion carried by acclamation. Present: City Council. Time: 6:02 p.m.

Suzanne Gosden Kitchen – Personnel Board
Gabe DeWitt – Board of Zoning Appeals – Planning Commission 6th Ward
Susan Klingensmith – BOPARC

Adjournment:

There being no further business, motion by Deputy Mayor Abu-Ghannam, second by Councilor Trumble, to adjourn the meeting. Time: 7:01 p.m.

City Clerk

Mayor

Ordinance No. _____

AN ORDINANCE AMENDING SECTION 1329, TABLE 1331.05.01, AND TABLE 1365.04.01 AS IT RELATES TO ESTABLISHING A NEW FIREARMS SALES ESTABLISHMENTS USE IN THE PLANNING AND ZONING CODE

The City of Morgantown hereby ordains Section 1329, Table 1331.05.0, and Table 1365.04.01 of the Planning and Zoning Code amended (new matter underlined) as follows:

Section 1329: Definitions.

Firearms Sales Establishments means an establishment engaged in the sale, manufacture for sale, rent/lease, purchase or repair of firearms, ammunition, or ammunition components. If an establishment is engaged in the activities described herein, the establishment shall not be deemed to constitute any other use for the purpose of determining where the land use is permitted with the City and any applicable conditions or limitations.

Firearm means any weapon which will expel a projectile by action of an explosion, and excludes any instrument or device, including any spring, rubber, or mechanical device, or compressed air cartridge. Provided, That it does not mean an antique firearm as defined in W. Va. Code 61-7-2(1).

Antique Firearms means:

- A. Any firearm, including, but not limited to, a firearm with a match lock, flintlock, percussion cap, or similar type of ignition system which was manufactured on or before 1898;
- B. Any replica of any firearm described in paragraph (A) of this subdivision if such replica is not designed or redesigned to use rimfire or conventional centerfire fixed ammunition which is no longer manufactured in the United States and which is not readily available in the ordinary channels of commercial trade; and
- C. Any muzzle-loading rifle, muzzle-loading shotgun, or muzzle-loading pistol, which is designed to use black powder, or black powder substitute, and which cannot use fixed ammunition. For purposes of this subdivision, the term "antique firearm" shall not include any weapon which includes a firearm frame or receiver, any firearm which is converted into a muzzle-loading weapon, or any muzzle-loading weapon which can be readily converted to fire fixed ammunition by replacing the barrel, bolt, breechblock, or any combination thereof, and shall have the same meaning as the term defined in W. Va. Code. § 61-7-2.

Table 1331.05.01: Permitted Land Uses.

Proposed Use	Zoning District										
	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1
Firearms Sales Establishments							C			P	

Where:

P = Permitted Use (by right)

C = Conditional Use (subject to review/approval of the Board of Zoning Appeals)

Blank = Not permitted

Table 1365.05.01: Minimum Off-Street Parking Requirements.

Use	Minimum Off-Street Parking Requirement
Fire arms Sales Establishment	The minimum number of required parking spaces shall be determined by referencing the type of retail establishment that most closely aligns with the operational characteristics of the subject "firearms sales establishment." The referenced retail category shall be of similar retail nature and may include, but not limited to, sporting goods stores, pawnshops, or other similar retail establishments.

This ordinance shall be effective upon the date of adoption.

FIRST READING: _____

Mayor

ADOPTED: _____

FILED: _____

RECORDED: _____

City Clerk

AN ORDINANCE AMENDING THE FY 2023-2024 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND.

The City of Morgantown hereby ordains:

That the FY 2023-2024 Annual Budget of the General Fund of the City of Morgantown is amended as shown in the revised budget (Revision 01) attached hereto and made a part of this ordinance.

First Reading:

Adopted:

Mayor

Filed:

Recorded:

City Clerk

REQUEST FOR REVISION TO APPROVED BUDGET

Ora Ash, Deputy State Auditor
 West Virginia State Auditor's Office
200 West Main Street
 Clarksburg, WV 26301
 Phone: 627-2415 ext. 5114
Fax: 304-340-5090
Email: lgs@wvsao.gov

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists.
 (§ 11-8-26a)

CONTROL NUMBER
 Fiscal Year Ending: **2023-2024**
 Fund: **001**
 Revision Number: **1**
 Pages: **1 of 1**

City of Morgantown
 GOVERNMENT ENTITY

Person To Contact Regarding Request:

Name: **Kevin Tennant**

Phone: **304-284-7407**

Fax: **304-284-7418**

Email: kevin.tennant@morgantownwv.gov

389 Spruce Street
 STREET OR PO BOX

Morgantown 26508
 CITY ZIP CODE

Municipality
 Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
299	Unassigned Fund Balance	5,000,000	2,999,013		7,999,013
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) 2,999,013

Explanation for Account # 378, Municipal Specific:
 Explanation for Account # 369, Contributions from Other Funds:

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
409	Mayor's Office	17,686	43		17,729
410	City Council	68,828	258		69,086
412	City Manager's Office	917,466	23,355		940,821
414	Finance Office	1,211,658	26,314		1,237,972
415	City Clerk	283,801	5,252		289,053
416	Police Judge's Office	254,228	22,837		277,065
420	Engineering	238,235	2,688		240,923
422	Personnel Office	657,143	112,963		770,106
436	Building Inspection	1,191,825	29,629		1,221,454
437	Planning & Zoning	457,178	7,934		465,112

NET INCREASE/(DECREASE) Expenditures 2,999,013

APPROVED BY THE STATE AUDITOR

BY: Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE

EXPENDITURES (CONT'D)

City of Morgantown

LGSD: BR

City of Morgantown

CONTROL NUMBER:

2023-2024

001

1

BUDGET REVISION REQUEST-SUPPLEMENT

FY

FUND

REV#

ACCOUNT NUMBER	ACCOUNT CATEGORY	PREVIOUSLY APPROVED AMOUNT	INCREASE	DECREASE	REVISED AMOUNT
439	Data Processing	767,079	96,033		863,112
440	City Hall	1,548,552	70,932		1,619,484
444	Contributions / Transfers to Other Funds	4,652,687	1,482,035		6,134,722
569	Local Government Access Channel	308,167	7,885		316,052
699	Contingencies*	1,145,139	389,592		1,534,731
700	Police Department	10,411,746	421,105		10,832,851
706	Fire Department	7,642,208	164,799		7,807,007
750	Streets and Highways	3,296,702	82,782		3,379,484
754	Central Garage	923,286	18,671		941,957
758	Airports	150,000	28,446		178,446
950	Beautification Programs	360,641	5,460		366,101
	#N/A				
NET INCREASE/(DECREASE) Expenditures (this page)					2,767,740

Boards & Commissions Vacant Position List

- **Civilian Police Review & Advisory Board: 1 Vacant – (City Resident or Work within City)**
1 – 1yr – 3yr term: 7/4/2023 – 7/5/2026
- **Fire Civil Service Commission: 1 Vacant – City Resident**
1 – 4yr term: 7/1/2023 – 6/30/2027
- **Fire Code Board of Appeals: 1 Vacant – City Resident (Legal, Building Contractor, Engineering/Architectural Design)**
1– 3yr terms: 5/2/2022 – 4/30/2025
- **Health & Wellness Commission: 3 Vacant – City Resident**
2 – 3yr – 3yr term: 1/1/2021 – 12/31/2023
2 – 2yr – 3yr terms: 1/1/2023 – 12/31/2025
- **Historic Landmarks Commission: 1 Vacant – City Resident**
1 – 4yr – 4yr term: 11/5/2022 – 11/4/2026
- **Human Rights Commission: 2 Vacant – City Resident**
2 – 1yr – 2yr term: 7/1/2023 -6/30/2025
- **“ICC” Building Code Board of Appeals: 1 Vacant (Architect/Engineer or Bldg. Contractor)**
1 – 1yr – 5yr term: 5/1/2021 – 4/30/2026
- **Personnel Board: 1 Vacant – City Resident**
1 – 3yr – 1yr – 3yr term: 7/1/2021 – 6/30/2024
- **Police Civil Service Commission: 1 Vacant – City Resident**
1 – 4yr term: 6/1/2021 – 5/31/2025
- **Planning Commission: 3 Vacant – City Resident Ward Specific**
1 – 2yr – 3yr term: 1st Ward 1/1/2021 – 12/31/2023
2 – 3yr – 3yr terms: 5th & 7th Wards 1/1/2022 – 12/31/2024
- **Sister Cities Commission: 3 Vacant**
1 – 2yr – 3yr term: 6/1/2021 – 5/31/2024
1 – 1yr – 3yr term: 6/1/2023 – 5/31/2026
- **Urban Landscape Commission: 3 Vacant (Landscape Design – Horticulture - Plant Health)**
1 – 2yr – 3yr term: 7/1/2022 – 6/30/2025
1 – 3yr – 3yr term: 7/1/2023 – 6/30/2026
1 – 1yr – 3yr term: 7/1/2021 – 6/30/2024
- **Ward & Boundary Commission: 2 Vacant – City Resident Ward Specific**
2 – 2yr terms: 7/1/2023 – 6/30/2025 - Wards 3, & 7
- **Woodburn Commission: 2 Vacant – City Resident**
2 – 2yr – 3yr terms: 1/1/2022 – 12/31/2024

The City of Morgantown, West Virginia
City Council Policy
For
City Council Meetings

1. Scope and Application. This policy applies to all public meetings conducted by the City Council.

2. Purpose. This policy describes the process by which City Council will set meeting agendas, provide notice of meetings, and conduct its meetings. The policy is designed to help City Council conduct its business efficiently and promote open deliberation with meaningful public participation.

3. Authority. This policy is adopted in accordance with the West Virginia Open Governmental Proceedings Act (“OGPA”), codified at *W. Va. §§ 6-9A-1 et seq.*, as it may be amended, and guidance published by the West Virginia Ethics Commission regarding holding public meetings. This policy implements the provisions of City Charter Section 2.11 and City Code Article 121. The precedence of these authorities shall be as follows: the OGPA, the City Charter, City Code, this policy.

4. Meetings.

a. Regular meetings. City Council holds regular meetings on the first and third Tuesdays of each month in accordance with a schedule published annually in January. Regular meetings begin at 7 p.m. and are held in the City Hall Council Chambers located at 389 Spruce Street, Morgantown, West Virginia. Meetings may be held by electronic means only, without a physical meeting space, in accordance with the **City Council Policy on Conduct of Public Meetings by Electronic Means**. The annual schedule – or a later determination by Council – may change the dates, times, and location of regular meetings.

b. Committee of the Whole meetings. City Council meets as a Committee of the Whole on the last Tuesday of each month. These Committee of the Whole meetings are public meetings where deliberation of public business occurs. City Council intends these meetings as planning sessions where Council will receive presentations and plan its meeting agendas for the upcoming month. City Council generally does not take official action on business items at these meetings. Committee of the Whole meetings begin at 7 p.m. and are held in the City Hall Council Chambers located at 389 Spruce Street, Morgantown, West Virginia. Dates, times, and location of these meetings are subject to change by Council.

c. Special meetings. City Council may hold special meetings at any time upon the call of the Mayor or of at least four members of Council. Meetings will be held upon at least

two business days' notice, which shall be contained in a publicly posted agenda identifying the matters to be considered at the meeting.

d. Emergency meetings. City Council may hold emergency meetings upon the call of the mayor, the city manager, or at least three members of Council for the purpose of addressing an unexpected event which requires immediate attention because it poses: (A) An imminent threat to public health or safety; (B) An imminent threat of damage to public or private property; or (C) An imminent material financial loss or other imminent substantial harm to a public agency, its employees, or the members of the public which it serves. Public notice of the emergency meeting shall be posted as soon as practicable prior to the meeting and shall state the date, time, place, and purpose of the meeting and the facts and circumstances of the emergency.

e. Cancellation or rescheduling. Any meeting may be canceled or rescheduled by the Mayor or a majority of the members of City Council prior to the start of the meeting.

f. Work sessions. Work Sessions are meetings at which Council may discuss one or more specific topics in depth among themselves, or at which Council desires to receive an in-depth presentation from staff or an outside party on a particular topic. Council may vote on matters discussed at a Work Session (OGPA does not prohibit voting), but generally the purpose of a Work Session is to inform Council Members on a topic and for Council Members to give staff or others general direction. Work Sessions may take place within a regular meeting or may be scheduled as a special meeting.

5. Agenda.

a. Format; Posting. The agenda shall state the date, time, and place of the meeting and identify the matters to be considered by City Council at the meeting. The agenda will be posted by the City Clerk at City Hall and available for review during regular business hours. The City Clerk will ordinarily also publish the agenda to the City website and deliver the agenda to the City Council Agenda Distribution List maintained by the City Information Technology Department. The agenda will be posted at least 3 business days before any regular meeting and may be amended no later than 2 business days before any regular meeting. The agenda will be posted at least 2 business days before any special meeting. The agenda will be posted as soon as practicable before any emergency meeting. For purposes of these rules, a "business day" is any day except a Saturday, Sunday, or a legal holiday as defined by *W. Va. Code* § 2-2-1. When calculating business days, the day of the meeting is not counted.

b. Contents. An item may be placed on the agenda by determination of the Mayor, the City Manager, or at least three members of City Council. Absent special circumstances requiring more timely action, City Council will generally consider new business items for the first time at a Committee of the Whole meeting. Determinations whether to place an item on the meeting agenda are logistical matters that need not be made in public meetings. The determination to place an item on the agenda, and communication of that determination to the City Clerk, shall

be made and communicated to the City Clerk sufficiently in advance of the meeting to permit posting of the required notice. City Council prefers that any resolution, ordinance, or agreement to be presented at Council Meetings be prepared by the City's legal counsel or reviewed by the City's legal counsel before inclusion on an agenda. The following are the expectations for determination of agenda items and communication of the items to the City Clerk:

i. City Manager; Mayor. Item caption and document(s) for Council consideration delivered from the Mayor or City Manager by the end of the business day four (4) business days before the meeting.

ii. City Council Members. Item caption and document(s) for Council consideration delivered from the sponsoring Council Members, or in a message including all sponsoring Council Members stating each Council Member who agrees to include the item on the agenda, by the end of the business day four (4) business days before the meeting.

iii. Boards and Commissions. Item caption and document(s) for Council consideration delivered with (1) a written recommendation from the board or commission describing the action sought by Council; (2) a copy of the minutes of the meeting(s) at which the board or commission took action upon the item; and (3) a copy of the presentation materials and names of presenters who plan to present the item to a Committee of the Whole, or a request for waiver of the presentation at least thirty (30) calendar days before the Committee of the Whole at which the board or commission requests the item be considered. The determination whether to place any item on the agenda remains the option of the City Manager, Mayor, or City Council as described in these rules.

6. Minutes. The City Clerk shall prepare minutes of each meeting of City Council and present the minutes for approval by Council. The minutes will include the date, time, and place of the meeting; the name of each member of City Council present and absent; all motions, orders, resolutions, ordinances, and measures proposed, as well as the name of the person proposing each action and the disposition of the matter; and the results of all votes. The minutes should describe each item on which City Council acted, including a record of any amendments to any item before Council and the record of each Council Member's vote on each amendment and action taken. The City Clerk shall keep a record of all adopted meeting minutes.

7. Public participation.

a. Attendance; Capacity of meeting room. In-person attendance at meetings will be limited to the capacity of the meeting room as determined by the City fire marshal. Attendees will be admitted in the order they appear for entry. When the meeting room reaches capacity, the presiding officer or a city law enforcement official present at the meeting will preclude any additional entrants unless an attendee leaves and permits space for an additional entrant. The presiding officer or law enforcement official may allow temporary entry when capacity has been reached so that members of the public wishing to speak during the public portion or a public hearing may enter to speak. Attendance at meetings conducted by electronic means

only will be governed by the **City Council Policy on Conduct of Public Meetings by Electronic Means.**

b. Observation of meeting; decorum. Public attendees of the meeting are entitled to hear the proceedings of the City Council. In order to ensure the attendees may hear the meeting and to ensure that public business can be conducted effectively, members of the public may not speak during the meeting except during designated public portions and in accordance with the rules for those portions. Members of the public may not disrupt the meeting by other means, including by displaying signs that may inhibit others' view of the meeting or by making noises or gestures that interfere with the meeting. Members of the public are entitled to record the meetings of City Council by audio, visual, or audiovisual methods so long as the recording does not interfere with the conduct of the meeting or the rights of public attendees to observe the meeting. The meetings of City Council are a limited public forum, established for the purpose of conducting City Council business and obtaining public input on that Council business, where speech is only regulated by content-neutral, generally-applicable rules, and this policy will not be used to limit speech based on the content or viewpoint of the speaker; provided, that comments not related to the business of the city, that include vulgar or discriminatory language, or that constitute personal grievances rather than addressing matters of public concern are not permitted. The presiding officer will determine whether the conduct of an attendee violates this policy, and the presiding officer shall have the right to order any attendee to cease violation of the policy or to leave the meeting.

c. Public portion. Any member of the public may speak during the public portion of the meeting regarding matters of public concern relevant to the business of City Council. Each person speaking must state the person's name and residence address before making public comments, and each person's comments must be limited to four minutes so that the meeting may be conducted efficiently. Comments shall be addressed only to the City Council. Comments that are not related to the business of the city, that include vulgar or discriminatory language, or that constitute personal grievances rather than addressing matters of public concern are not permitted, and the presiding officer will order any person engaging in such comments to cease and may order the person removed from the meeting. Unless a meeting is conducted only by electronic means, or unless specific advance arrangements have been made, only members of the public who are present in person may speak during the public portion. If arrangements are made to permit members of the public to speak from a remote location during the public portion, the option to participate will be made available on similar terms to all members of the public, subject to reasonable rules that City Council or the presiding officer may adopt for that purpose. By determination of the majority of Council before the beginning of the public portion of the meeting, the amount of time allotted to each speaker may be changed, or the total amount of time for public comment may be limited, or both changes may be made. By determination of the majority of Council posted along with the public notice of the meeting, public comment may be limited to persons who sign up to provide comment on a list provided for that purpose, but the opportunity to sign up to comment must be available until fifteen minutes prior to the beginning of the City Council meeting.

d. Public hearings. City Council meetings may include a public hearing, or a public hearing may be scheduled outside of a regular or special meeting. Public hearings are held for specific purposes as required or authorized by law or deemed appropriate by City Council. When a particular procedure is prescribed for a type of public hearing, City Council will follow that procedure. If no specific procedure is prescribed for a public hearing, the public hearing will follow the same procedures as prescribed for the Public Portion of a City Council meeting.

e. Council member questions or responses. In order to allow speakers equal opportunity to address City Council and to promote efficient conduct of public business at the meetings, City Council members will not respond to questions or participate in discussion during the public portion or public hearings (unless a specific public hearing policy applies and allows responses). These portions of the meeting allow the members of the public the opportunity to address City Council and the community in a public forum. City Council members may speak to topics raised during the public portions of the meeting during the Council's discussion of the business item on the meeting agenda, or, if the item was not included on the meeting agenda, during the Council member's report.

8. Conduct of the meeting.

a. Presiding officer. The Mayor shall be the presiding officer, except that the Deputy Mayor shall be the presiding officer at meetings of the Committee of the Whole. In the absence of the regular presiding officer, the Deputy Mayor will preside in the absence of the Mayor and the Mayor will preside in the absence of the Deputy Mayor. In the absence of both the Mayor and Deputy Mayor, a majority of Council Members will select a presiding officer. The presiding officer will maintain order and decorum during the meeting to ensure the proper conduct of public business, and in order to do so shall have the authority to rule motions in or out of order, determine whether a speaker is unreasonably disturbing the meeting (and to entertain and rule on objections from other members on this ground), to entertain and answer questions of procedure (subject to members' appeal rights provided in *City Code* Article 121), to call a brief recess, or to adjourn in case of emergency.

b. Rules. City Council will generally conduct deliberations during the meeting in accordance with Robert's Rules of Order¹, except where those rules are modified by state law, the City Charter, the City Code, these rules, or by agreement of the City Council at the meeting if permitted by governing law.

c. Business before the Council. At meetings of the Committee of the Whole, City Council will move items to the regular meeting agenda by consensus or by majority vote. At regular Council meetings, City Council will take up agenda items in the order in which they are listed, unless the Mayor or a majority of Council elects to consider the items in a different order.

¹ City Council will generally refer to Robert's Rules as published and freely accessible online at: www.rulesonline.com

City Council need not deliberate on all matters listed on the agenda, but it will confine its deliberations only to those items listed on the agenda.

d. Time. It is the intention of City Council to complete its regular meetings no later than 11 p.m.

e. Access. Regular meetings are generally available for live viewing on public access television and on the City website, and past recordings of the meetings are generally available on the City website. Persons with disabilities may request reasonable accommodations by calling the City Clerk's office at (304) 284-7434, emailing the City Clerk at cwade@morgantownwv.gov, or visiting the City Clerk's office at City Hall, 3rd Floor, 389 Spruce Street, Morgantown, WV 26505, or alternate locations of City offices, or through using a public request system made available through the City website.

f. Participation by members and others. Council Members will ordinarily attend meetings in person when a meeting is held at a physical location. With the approval of the presiding officer or a majority of the members present (in person or by electronic means) at the meeting, Council Members may participate by electronic means (telephone or videoconference), so long as the participation can be accomplished in a way that allows members of the public to hear the Council Member and allows the Council Member to appropriately participate in Council's deliberation. City Council may also allow participation by staff or invited presenters by electronic means when convenient to conducting the business of City Council. Due to limitations on the technical capabilities of the City's electronic communications services, electronic participation at in person meetings is not offered to members of the public, except as specifically stated in this policy.

g. Executive sessions. Council may consider items in executive session as permitted by OGPA. Executive sessions will be conducted consistent with the **City Council Policy on Executive Sessions of City Council.**

9. Effect of policy; Posting. This policy is adopted by the Council pursuant to Section 2.11(b) of the City Charter and supersedes any prior City Council meeting rules addressing the topics covered herein. The rules and procedures set forth within this document do not create substantive rights for third parties or participants in proceedings before City Council, and City Council reserves the right to suspend or amend the rules, including in any manner provided in the City Code, applicable rules adopted by the City, or other law. The failure of City Council to strictly comply with the provisions of this document shall not invalidate any action of City Council. The adopted policy shall be posted on the City's website and be available from the office of the City Clerk.

Adopted: _____

Effective: _____

Mayor

City Clerk



Development Services Department
389 Spruce Street
Morgantown, WV 26505
304.24.7431

MEMORANDUM

To: A. Kim Haws, City Manager
Christine Wade, City Clerk

Cc: Emily Muzzarelli, Assistant City Manager
Ryan Simonton, City Attorney
Heather Carl, Assistant City Clerk

From: Rickie Yeager, Development Services Director

Date: July 20, 2023

Re: City Council Agenda – Zoning Text Amendment allowing Dwelling, Mixed Use, Dwelling Multi-family, and Mixed Use Building as a conditional use in the Professional, Residential and Office District in the Planning and Zoning Code (Case No. TX23-01)

During its public hearing on June 8, 2023, the Planning Commission made a motion to forward to City Council that the proposed zoning text amendment is consistent with the 2013 Comprehensive Plan and that the Planning Commission recommends enactment. The motion failed (2-4-0).

Enclosed with this communication is the related Staff Report presented to the Planning Commission on June 8, 2023, as well as the draft ordinance. Please note the proposed meeting schedule for City Council below:

- City Council Presentation:** Tuesday, July 25, 2023 at 7:00 p.m.
- Ordinance – 1st Reading:** Tuesday, August 15, 2023 at 7:00 p.m.
- Ordinance – 2nd Reading and Public Hearing*:** Tuesday, September 19, 2023 at 7:00 p.m.

* In accordance with the WV State Code, there shall be at least thirty days between the first and second reading of the zoning text amendment ordinance.

Please include this new business item on the City Council meeting agendas noted above and include this communication and the attachments associated therewith in the City Council meeting packet for July 25, 2023. The ordinance should only be included in the August 15th and August 19th City Council meeting packets, provided the ordinance advances forward at each step. If there are no objections, Morgantown City Council may receive and file the Commission’s recommendation.

This memorandum, under a cover letter explaining the public comment opportunities before City Council relating to the matter, will be sent to the petitioner. Thank you.

Ordinance No. _____

AN ORDINANCE AMENDING TABLE 1331.05.01: PERMITTED LAND USES OF THE PLANNING AND ZONING CODE TO ALLOW DWELLING, MIXED USE, DWELLING MULTI-FAMILY, AND MIXED USE BUILDING BY CONDITIONAL USE IN THE PROFESSIONAL, RESIDENTIAL AND OFFICE DISTRICT

The City of Morgantown hereby ordains Table 1331.05.01: Permitted Land Uses of the Planning and Zoning Code amended (new matter underlined) as follows:

Table 1331.05.01: Permitted Land Uses

Land Use:	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1
Dwelling, Mixed Use			C	P	<u>C</u>	P	P	P	P	P	
Dwelling, Multi-family			C	P	<u>C</u>		P	C	C		
Mixed Use Building			C	P	<u>C</u>	P	P	P	P	P	

This ordinance shall be effective upon the date of adoption.

FIRST READING: _____

Mayor

ADOPTED: _____

FILED: _____

RECORDED: _____

City Clerk



MORGANTOWN PLANNING COMMISSION

June 8, 2023
6:30 p.m.

Monongalia County Commission Chambers | 243 High Street – 2nd FL

President:

Peter DeMasters, 6th Ward

Vice-President:

Bill Petros, 4th Ward

Planning Commissioners:

Vacant, 1st Ward

Tim Stranko, 2nd Ward

William Blosser, 3rd Ward

Michael Shuman, 5th Ward

Danielle Trumble, City Council

Vacant, 7th Ward

Vacant, City Admin.

CASE NO:

A. TX23-01/ Robert Bennett / Dwelling, Multifamily, Mixed-use Building, and Dwelling Mixed Use

REQUEST and LOCATION:

Request by Mr. Bennett for Zoning Text Amendments to Table 1331.05.01: Permitted Land Uses of the City’s Planning and Zoning Code allowing Dwelling, Multifamily, Mixed-use Building, and Dwelling Mixed Use uses to be permitted by conditional use in a PRO (Professional, Residential, and Office) District.

BACKGROUND:

The applicant owns Tax District 15, Tax Map 6, Parcel 18, more commonly known as 440 Drummond Street. Please see Addendum A of this report to see photographs of the property, as well as an aerial map. According to Mr. Bennett, the two-story building has three apartments located on the second floor, and the first floor could be used for a variety of uses, including commercial office space, however, the property has been vacant for more than a year and therefore has lost its grandfather status in accordance with Section 1373.05 of the City’s Planning and Zoning Code regarding nonconforming uses. According to the Monongalia County Assessor’s Office, the building was constructed in 1960.

The property was previously registered in 1994 as a rental property with Betty Lynch (now deceased). The property was continuously operated as rental property until 2007 when Ms. Lynch indicated on the rental property renewal notice that she “no longer had an apartment rented.” According to Ms. Lynch, it had become “owner occupied.”

It is the understanding of staff that Mr. Bennett desires to repurpose and/or sell the building, however, he is constrained by the land use regulations governing development in the PRO District. More specifically, only two of the three apartments on the second floor could be rented as two-family dwellings are permitted in the PRO District by right, but multi-family and mixed-use dwellings are not permitted. Additionally, the first-floor space cannot be used for another use if the second floor is made available for apartments. Please see Addendum B to review Table 1331.05.01: Permitted Land Uses.

To address this issue, Mr. Bennett is seeking to amend Table 1331.05.01: Permitted Land Uses of the City’s Planning and Zoning Code to permit the following land uses in a PRO District by conditional use permit:

Development Services

Rickie Yeager, AICP, EDFP
Director

Rodney Bohner, AICP
Planner

Planning Division

389 Spruce Street
Morgantown, WV 26505
304.284.7431



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- Dwelling, Mixed Use
- Dwelling Multifamily
- Mixed-Use Building

Each of the uses referenced here are defined below per Section 1329 of the City’s Planning and Zoning Code:

Dwelling, mixed-use means a dwelling unit located within a mixed use building as permitted in the zoning district.

Dwelling, multi-family means a freestanding building containing three or more dwelling units, whether they have direct access to the outside, or access to a common building entrance. Multifamily dwellings can consist of rental apartment buildings, rental or owner occupied townhouse buildings, and rental or owner occupied condominium buildings, provided that all such freestanding buildings contain three or more dwelling units.

Mixed-use building means a building containing residential in addition to nonresidential uses permitted in the zoning district.

ANALYSIS:

According to Section 1341.01 of the City’s Planning and Zoning Code, the purpose of the PRO District is to *provide a mixed use of professional, office, and appropriate residential uses in transition areas between more intensive commercial districts and less intensive residential neighborhood districts.* After review, all but two of the districts zoned PRO are located in and around Patteson Drive, Van Voorhis Road, and the University Drive Corridors. They include N. Willey Street, between College Avenue and Garden City Apartments, and Sturgiss Avenue, between Dug Hill Road and Eljadid Street. Please see Addendum C for maps identifying all the PRO Districts in the City of Morgantown.

Comprehensive Plan Concurrence

Chapter 3 – Land Management of the 2013 Comprehensive Plan Update provides guidance for physical development and redevelopment of Morgantown. In doing so, the plan recommends that *the Land Management chapter be consulted for any development proposal based on the intent, location and preferred developed types (pattern and character areas) identified in the plan.* Additionally, Chapter 3 outlines eleven principles that should be used to *help guide the City on how to use land resources in a more efficient and effective manner to foster a high-quality community with distinct sense of place (page 34).*

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As the Comprehensive Plan notes, most of the City of Morgantown is built out. In order to capture a portion of the region’s growth, the plan 1) *encourages redevelopment and intensification of already-developed areas in the City, and/or 2) expansion the City outward through annexation (page 23).*

As it pertains to the proposed zoning text amendments and the 2013 Comprehensive Plan:

- All of the PRO Districts in the City of Morgantown were identified in the Conceptual Growth Framework (regional vision) Map as areas Encouraged Growth or Infill and Redevelopment, the one exception being the PRO District along Collins Ferry Road, between University Avenue and Burroughs Street. This area appears to be identified as Limited Growth.

Encouraged Growth is defined in the plan as *areas where growth should strongly be encouraged for economic development interests and revitalization of neighborhoods and districts. Such growth includes new development and redevelopment within existing areas.*

Infill and Redevelopment is defined as *existing developed areas where additional growth through infill or redevelopment is appropriate.* Please see Addendum D of this report.

Limited Growth is defined as all other areas that are subject to development, but where increased intensity is generally not desired. These areas include both existing open space and existing development and all development land in areas of the County that are not shown.

Please see Addendum D of this report to see the Conceptual Growth Framework maps.

- The following land use patterns and character were identified in the PRO Districts:
 - **University.** *This district contains the campuses of West Virginia University, including Downtown, Evansdale, Law School, Health Sciences Campus, and Athletic Department Campuses. Building size and their relationships to each other and to streets vary but the districts are generally walkable. This district does not include the University’s agricultural campuses (which are considered rural in character).*

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- **Commercial Corridor.** Corridors are linear districts defined by development along arterial or collector roadways. Commercial Corridors are auto-oriented and are dominated by large single-story buildings setback from the street and parking areas facing the street. These corridors are generally not pedestrian friendly due to lack of sidewalks, long block lengths and many vehicle access points (curb cuts) which create conflicts for pedestrians.
- **Neighborhood Corridor.** Neighborhood corridors are transitional areas between neighborhoods and more intensely developed commercial or urban corridors. The development pattern reflects the lot sizes and block structure of the surrounding neighborhood, but includes a mix of building types such as small residential buildings along the street and suburban style buildings set back behind a surface parking lot. Uses also vary and include commercial, office, and multi-family residential. Since they share a neighborhood block structure, these corridors are more walkable than a Commercial Corridor. Due to the high levels of traffic, these areas will continue to face redevelopment pressure.
- **Mountain / Valley Corridor.** Mountain / Valley Corridors are narrow strips of development that occur along roadways that trace ridges and valleys. They have many qualities associated with rural development such as streets that lack curb and gutter, small, one or two story buildings, and each address typically has direct driveway access to the thoroughfare. However, unlike typical rural areas where buildings are often set back far from the street, development in these corridors is often clustered in pockets that are very close to the street. Uses along these corridors tend to be eclectic, including single-family and multi-family residential, commercial, light industrial, warehousing and other uses.

- With the exception of N. Willey Street a portions of property along Birch Street, all of the PRO Districts were identified in the Land Management Plan as a Corridor Enhancement concept area. **Corridor Enhancement** is defined as *improving development along corridors with a mix of uses, increased intensity at major nodes or intersections, and roadway improvements to improve traffic flow, pedestrian and biking experience.* Note, appropriate development depends on the existing context, therefore the *Patterns and Character map should be consulted.*

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- N. Willey Street, between College Avenue and City Gardens Apartments, is defined as Corridor Enhancement and Encouraged Growth concept area. **Encouraged Growth** is defined as areas where new growth is encouraged primarily for economic development. These areas may be special districts or mixed-use areas.

- The area north and south of Birch Street, between Rec Center Drive and University Avenue is defined as WVU Campus Development. **WVU Campus Development** is characterized as growth within WVU's campus areas that supports the University's functions. Development may include a mix of institutional, residential, civic and commercial uses.

Please see Addendum E for the Land Management Concept Area Maps.

The following further describes the development types that are encouraged in Corridor Enhancement and Encouraged Growth concept areas:

- **Multifamily:** Includes various forms such as apartment buildings where three or more separate residential dwelling units are contained with a structure and townhouse dwelling types. They vary considerably in form and density depending on the context – from four-story or larger buildings set close to the street in and at the edge of the downtown core and along major corridors, to smaller two- to four-story buildings with greater street setbacks in areas between the downtown core and single-family neighborhoods.
- **Civic and Institutional:** These sites include both public uses (government buildings, libraries, community recreation centers, police and fire stations, and schools) and semi-public or private uses (universities, churches, hospital campuses). Public uses should be strategically located and integrated with surrounding development. Civic and Institutional sites may be distinctive from surrounding buildings in their architecture or relationship to the street.
- **Neighborhood Center Mixed-Use:** A mix of housing, office, commercial, and civic uses adjacent to one another or contained within the same structure (such as offices or apartments above ground-floor retail). Such uses should be compatible with and primarily serve nearby neighborhoods (within 1/2 mile). Parking should be located behind.
- **Urban Center Mixed-Use (Encouraged Growth only):** A mix of housing, office, commercial, and civic uses located adjacent to one another or sharing the same building. Buildings are generally larger in

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scale than neighborhood mixed-use and contain more employment and commercial uses that serve the broader community. Buildings should be located near the street with parking provided on-street or in shared parking configurations behind or between buildings.

- **Community Commercial:** Larger scale, primarily retail, restaurant and accommodation uses that serve the broader community. Buildings should be located close to the street with parking to the rear or side and should be well-connected to surrounding development and pedestrian infrastructure.
- **Office / Research:** Larger-scale 2-6 story buildings generally housing professional offices or research/development activities with single or multiple tenants. May involve multiple large-scale buildings in a campus setting, but buildings should be in a walkable configuration with shared parking typically behind or to the side. Supportive retail establishments may occupy the lower levels of a multistory building. Supportive retail uses include coffee shops, delicatessens, barbers, and bookstores among others.
- **Limited Industrial (Encouraged Growth only):** Typically, 1-2 story large footprint buildings intended for light industrial development, clean manufacturing and or warehousing activities.
- **Cluster Development (Encouraged Growth only):** Primarily residential development on large sites (typically at least 40 acres) where relatively small lots are arranged in a clustered pattern, rather than larger lots spread over the entire site. This type of development leaves a significant area of a site undeveloped (often 50%) to preserve significant natural areas such as steep slopes, stream corridors and areas of mature trees.
- **Greenspace:** Includes formal parks, recreation areas, trails, and natural open space.

Please note, that according to the 2013 Comprehensive Plan, development in a Corridor Enhancement concept area should depend on the existing context, therefore the patterns and character map, and descriptions should be consulted.

After review, the proposed text amendments to Table 1331.05.01: Permitted Land Uses, appear to be consistent with the regional vision, conceptual growth framework, and land management plan described in the 2013 Comprehensive Plan Update. More specifically:

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- The proposed zoning text amendments to permit Dwelling, Mixed Use, Dwelling, Multifamily, and Mixed-Use Building uses by conditional use are in keeping with the regional vision to capture further growth in the City’s corporation limits along commercial corridors in the City.
- The intersection of Patteson Drive, Van Voorhis Road, and University Avenue represents a major node in the community. As such, a mix of uses and an increase in density was envisioned/encouraged in the Corridor Enhancement area.
- Any of the proposed uses established in the PRO District would be subject to the development standards set forth in Article 1341 and attached hereto in Addendum F.

STAFF RECOMMENDATION:

While the proposed additional conditional uses to the PRO District described above are likely consistent with the 2013 Comprehensive Plan, the Comprehensive Plan Update currently underway (Morgantown 2033) that more accurately addresses current community planning and goals, is forthcoming, and text amendments affecting city-wide classifications may be better made with reference to the plan when adopted.

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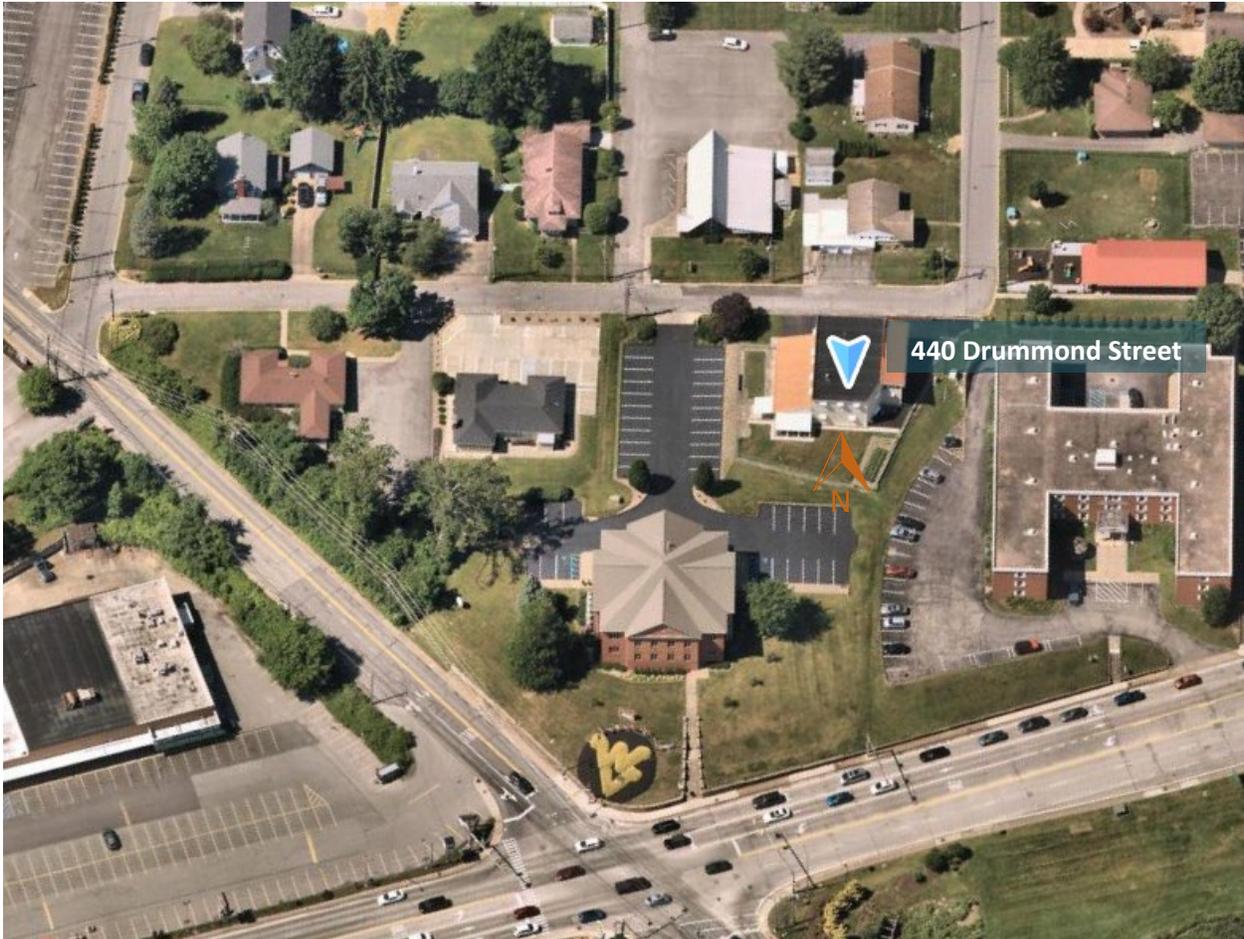
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STAFF REPORT ADDENDUM A

TX23-01/ Robert Bennett / Dwelling, Multifamily, Mixed-use Building,
and Dwelling Mixed Use

Staff Enhanced Aerial Map:



Source: Near Map

STAFF REPORT ADDENDUM A

TX23-01/ Robert Bennett / Dwelling, Multifamily, Mixed-use Building, and Dwelling Mixed Use

440 Drummond Street - Looking Southeast toward Van Voorhis Road



Source: Google Maps

STAFF REPORT ADDENDUM B

TX23-01/ Robert Bennett / Dwelling, Multifamily, Mixed-use Building, and Dwelling Mixed Use

Table 1331.05.01: Permitted Land Uses

Sec. 1331.05. Permitted land uses.

The table and supplemental regulations of the Permitted Land Use Table are incorporated in this section and are adopted as the basic land use regulations for the City. The table and supplemental regulations identify the types of land uses that are permitted within the City and any applicable conditions and limitations.

To determine the zoning district in which a particular use is allowed, find the use in the list of uses along the left-hand side of the Permitted Land Use Table and read across the use row to find the zoning district column designations.

Legend:

P — Use is permitted by right in a particular zoning district.

A — Use is permitted as an accessory use in a particular zoning district.

C — Use is allowed only as a conditional use in a particular zoning district subject to the limitations and conditions specified; a conditional use permit is required.

Empty — Use is not permitted in a particular zoning district.

The uses listed in the Permitted Land Use Table are defined in the definitions section (Article 1329).

A description of the supplemental regulations immediately follows the Permitted Land Use Table.

Table 1331.05.01: Permitted Land Uses

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Administrative Office				C	P	C	P	P	P	P	P	29
Agricultural Activity	P										P	
Airport											C	
Amphitheater							P	P				
Animal Grooming Service		C	C	C	C	P	P	P		P		28, 29
Animal Shelter							C			C	P	
Apparel Shop						P	P	P		P	P	28
Appliance Repair Establishment		C	C	C		P	P	P		P	P	4, 28, 29
Appliance Sales Establishment							P	P		P		
Art Gallery		C	C	C		P	P	P	P	P		28, 29
Artist Studio		C	C	C	P	P	C	P	P	C		28, 29
Assembly Hall						P	P	P		P		28
Assisted Living Facility				C		C	C					
Athletic Field	C	C	C	C		C	P	P		P		
Automotive Paint Shop							P				P	4, 9, 10
Automotive Rentals							C			C		
Automotive Sales							C			C		
Automotive Supply							C			P	P	

Created: 2022-10-17 10:52:31 [EST]

(Supp. No. 4)

Automotive Tire Repair/Sales						P			P	P	4, 9, 10	
Automotive/Boat Repair Shop						P				P	4, 9, 10	
Automobile Repair Shop, Incidental						C	C		C	P	4, 9, 10	
Bakery, Retail		C	C	C		P	P	P		P	28, 29	
Bakery, Wholesale						P			P	P		
Barber Shop/Beauty Salon		C	C	C	P	P	P	P		P	28, 29	
Bed and Breakfast Inn			C	C		P	P	P			5, 28	
Brew Pub						C	P	P		P	18	
Building Materials Supplier							P			P	P	9, 10
Car Wash/Detailing							P			P	P	
Caretaker's Residence	C	C	C	C			C		C	C	P	
Cemetery	P	P	P	P			P	P				
Charitable, Fraternal or Social Organization						P	P	P	P	P		28
Churches, Places of Worship	C	C	C	C	C	C	P	P	C	P	C	12
Clinic, Medical				C		P	P	P	P	P	P	28, 29
Club or Lodge						P	P	P				28, 29
Coin-operated Cleaning/Laundry Service			A	C		P	P	P		P		28, 29
Communications Equipment Building	C	C	C	C		P	P	C	P	P	P	28
Community Center	C	C	P	P	P	P	P	P	C			28
Community Gardens	P	P	P	P		P						28
Composting Operation										P	P	3
Conference Center							P	P		P		
Consumer Fireworks Retail Sales							C			P	P	33
Consumer Fireworks Retail Sales Establishment							C			P	P	33
Consumer Fireworks Wholesale Establishment										P		34
Convenience Store, Neighborhood		C	C	C		P	P	P				28, 29

Dance or Social Club, Youth						C	P			P		
Day Care Facility, Class 1	P	P	P	P	P	P	P	P	P	P		
Day Care Facility, Class 2	C	C	C	P	P	P	P	P	P	P		19
Day Care Facility, Class 3				C	P	P	P	P	P	P		19
Department Store							P	P		P		
Distribution Center											P	
Dog Run							C			C	C	24
Dormitory				P			P	P				
Drive-in Theatre/Outdoor							P				P	
Drive-through Facility						A	A	A	A	A		25
Driving Range, Golf							C				C	
Drug Store		C	C	C		P	P	P		P		28
Dry Cleaning and Laundry Pick-up				P		P	P	P		P		28, 29
Dry Cleaning and Laundry Service						C	P	P		P		
Dwelling, Mixed Use			C	P		P	P	P	P	P		20, 26, 28
Dwelling, Multi-family			C	P			P	C	C			35
Dwelling, Single family	P	P	P	P	P							16
Dwelling, Townhouse			P	P	P		P	P				
Dwelling, Two-family			P	P	P			C				
Electrical Repair Shop						P	P	P		P		4, 28
Emergency Shelter				C		C	C	P				
Equipment or Furniture Rental Establishment							P	P		P	P	9, 10
Essential Services and Equipment	P	P	P	P	P	P	P	P	P	P	P	28
EV Charging Station, Private	A	A	A	A	A	A	A	A	A	A	A	
EV Charging Station, Public			A	A	A	A	A	A	A	A	A	
Extractive Industry											P	31
Fairgrounds											P	
Farmer's Market						C	C	P				
Financial Services Establishment					P	P	P	P	P	P		28
Florist Shop		C	C	C		P	P	P		P		28, 29
Fraternity or Sorority House			C	P			P	C				

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Funeral Home				P		P	P	P				28
Furniture Sales Establishment (Antique, New or Used)							P	P		P		4
Garden Center							P			P		
Gas Station Mini-Mart							P	P		P	P	8
Gasoline Service Station							P	P		P	P	8
Golf Course	C	C	C	P		P	P	P		P	P	28
Government Facility	P	P	P	P		P	P	P	P	P	P	28
Greenhouse, Non-Commercial	A	A	A	A							P	
Greenhouse, Commercial							P				P	
Grocery Store							P	P		P	P	
Group Residential Facility	P	P	P	P		P	P	P				28
Group Residential Home	P	P	P	P		P	P	P				28
Guest House			C	C								
Half-way House			C	C		C	C					
Hardware Store						C	P	P		P	P	
Health/Sports Club			C	C		P	P	P	P	P	P	28, 29
Heavy Machinery Sales										P	P	4, 9, 10
Heliport or Helipad								C		C	C	
Home Improvement Center							P	C		P		
Home Occupation, Class 1	A	A	A	A	A	A	A	A	A	A	A	2
Home Occupation, Class 2	C	C	C	C	C	C	C	C	C	C	C	2
Hospital	C	C	C	C		C	P	C		P	C	
Hotel							P	P	P	P		
Hotel, Full-service							P	P	P	P		1
Hypermarket							P			P		
Industrial Equipment Repair Establishment											P	
Industrial Park											P	
Industrial Supplies Establishment											P	
Industry, Heavy											C	32
Industry, Light							C			C	P	9, 10
Instructional Studio		C	C	C		P	P	P		P		28, 29
Junkyard											C	17
Kennel, Commercial						C	P					7
Laboratories									P	P	P	9, 10

Laundromat			C	C		P	P	P		P		28, 29
Liquor Store							P	P		P		
Lodging or Rooming House			C	P			P					
Manufactured Homes	P	P	P	P	P							16
Manufactured Housing Sales											P	
Manufacturing, Heavy											P	32
Marina, Commercial							C	C		C	C	14
Marina, Private							C	C		C	C	14
Marine Supplies Establishment							P			P	P	9, 10
Medical Cannabis Dispensary							P			P		
Medical Cannabis Growing Facility											P	
Medical Cannabis Processing Facility										P	P	
Mixed Use Building			C	P		P	P	P	P	P		20, 26, 28
Motel							P	P		P		
Motorcycle Sales Establishment							P			P		
Movie Theater, Large							P	C		P		
Movie Theater, Small						P	P	P		P		28
Multi-Use Nonresidential Building					C	C		C	P		P	29
Newsstand		C	C	C		P	P	P	P	P		29
Nursery, Plant							P	C		C		
Nursing Home				P			P		P			
Office Building					P	C	P	P	P	P	P	
Office Equipment Repair Establishment							P	P		P	P	4, 9, 10
Office, Medical					P		P	P	P	P		
Office Park									C	P	P	
Office Supplies Establishment						P	P	P	P	P		28
Oil Change Facility							P	P		P	P	
Outdoor Flea Market						C	C	C		C		
Outdoor Storage							C			C	P	

Outdoor Storage, Seasonal							P			P	P	
Park and Recreational Services	C	C	C	P		P	P	P	P			11, 28
Parking Lot, Principal Use				C		P	P	C		P	P	
Parking Structure, Principal Use				C		P	P	C		P	P	28
Passenger Station, Motor Bus, Railroad						C	P	P		P	P	
Pawnshop						P	P	P		P		28
Penal/Correctional Institution											C	
Personal Services Establishment				C	P	P	P	P	C	P		28, 29
Personal Storage Facility							C			C	C	15
Private Club							C			P	P	18
Professional Services Establishment			C	C	P	P	P	P		P		28, 29
Recreation Facility, Commercial, Outdoor						C	P			P		11
Recreational Facility, Commercial, Indoor						C	P			P		11
Recyclable Collection Center/ Solid Waste Transfer Station											P	6
Recycling Center										P	P	
Repair, Small Engine and Motor Shop							P	P		P	P	4, 9, 10
Research and Development Center									C	P	P	
Restaurant				P		P	P	P	P	P		27, 28, 29
Restaurant with Drive-in							P	P	P	P		
Restaurant, Family			C	P		C	P	P	P	P		28, 29
Restaurant, Fast Food						C	P	P	P	P		22, 25, 27
Restaurant, Private Club						C	P	C		P	P	18, 27
Restaurant, Private Wine						P	P	P		P	P	
Retail Sales Establishment						P	P	P		P		28
Re-use of Closed/Vacant School or Church	C	C	C	C		C	C	C				
Salvage Yard											C	

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(Supp. No. 4)

School (K-12), Private	C	C	C	C		C	P	P		P		
Sexually Oriented Business											C	
Shooting Range, Indoor							C			C	P	
Shopping Center, Large Scale							P			P		
Shopping Center, Medium Scale							P			P		
Shopping Center, Small Scale							P			P		
Snack Bar/Snack Shop				C		P	P	P	A	P		28, 29
Sporting Goods Establishment						C	P	P		P		
Tavern						P	P	P		P	P	21, 28
Taxicab Service							P			P	P	23
Telecommunications Class I	P	P	P	P	P	P	P	P	P	P	P	30
Telecommunications Class II			P	P		P	P	P	P	P	P	30
Telecommunications Class III						C	C	C		C	C	30
Transient Amusement Enterprise							P			P	P	
Terminal, Truck or Motor Freight											P	
University or College, Private							C	P		P		
Upholstery/Interior Decorating Service							P	P		P		4
Video Gaming/Lottery Establishment											P	13
Veterinary Clinic					C	P	P	P		P		7, 28
Warehousing/Distribution									P		P	21
Wellness Center			C	C	P	C	P	P	P	P		29
Wholesale Establishment									P	P	P	
Wrecker Service							C				P	

(Ord. No. 06-37, 11-8-2006; Ord. No. 06-48, 12-5-2006; Ord. No. 07-17, 6-5-2007; Ord. No. 07-19, 6-5-2007; Ord. No. 07-20, 6-5-2007; Ord. No. 07-53, 11-6-2007; Ord. No. 09-08, 3-3-2009; Ord. No. 09-16, 5-5-2009; Ord. No. 09-29, 7-7-2009; Ord. No. 11-44, 11-1-2011; Ord. No. 12-27, 7-3-2012; Ord. No. 13-32, 7-2-2013; Ord. No. 16-38, 8-2-

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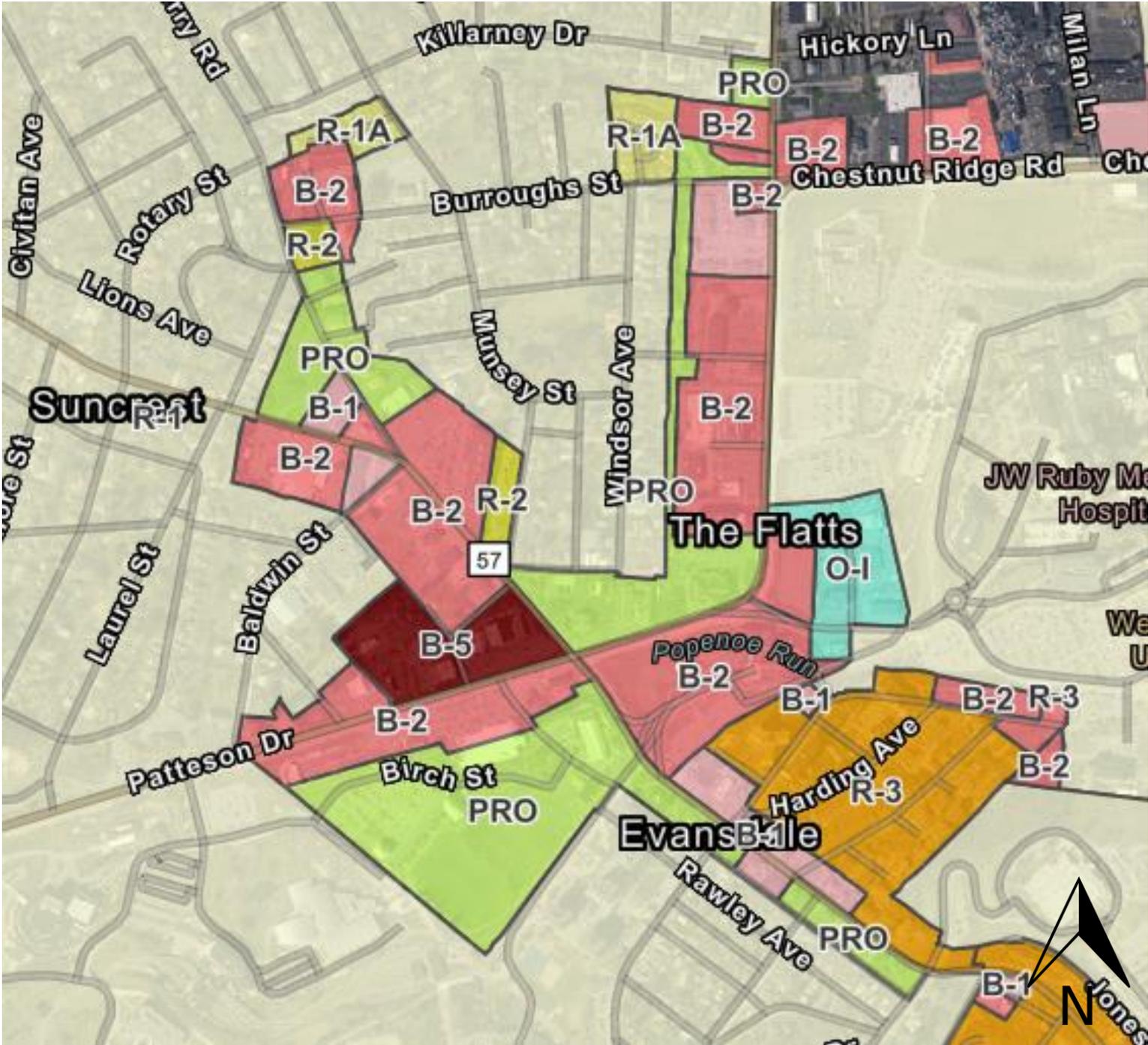
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STAFF REPORT ADDENDUM C

**TX23-01/ Robert Bennett / Dwelling, Multifamily, Mixed-use Building,
and Dwelling Mixed Use**

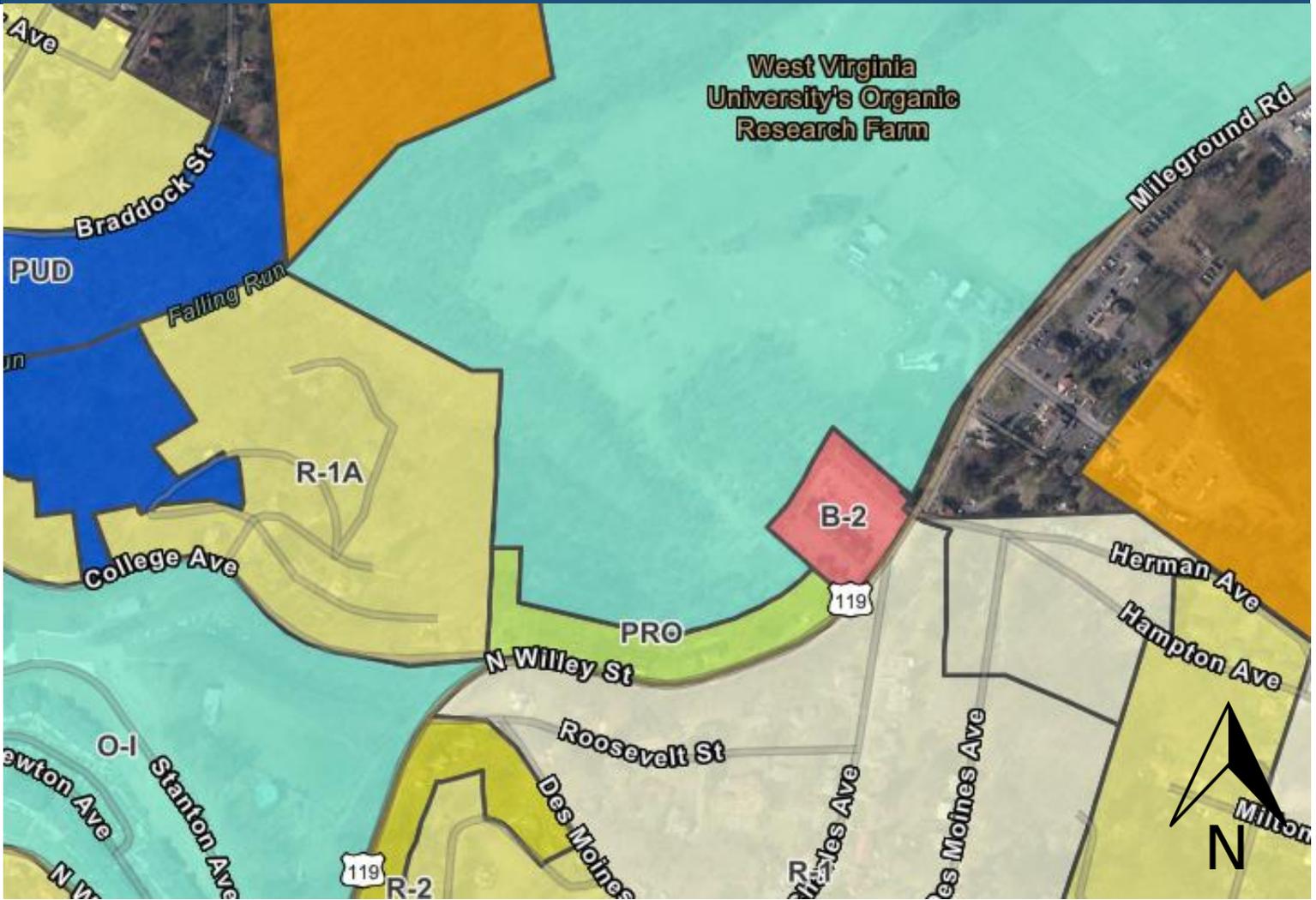
PRO District Identification Maps

PRO DISTRICT IDENTIFICATION MAP 1



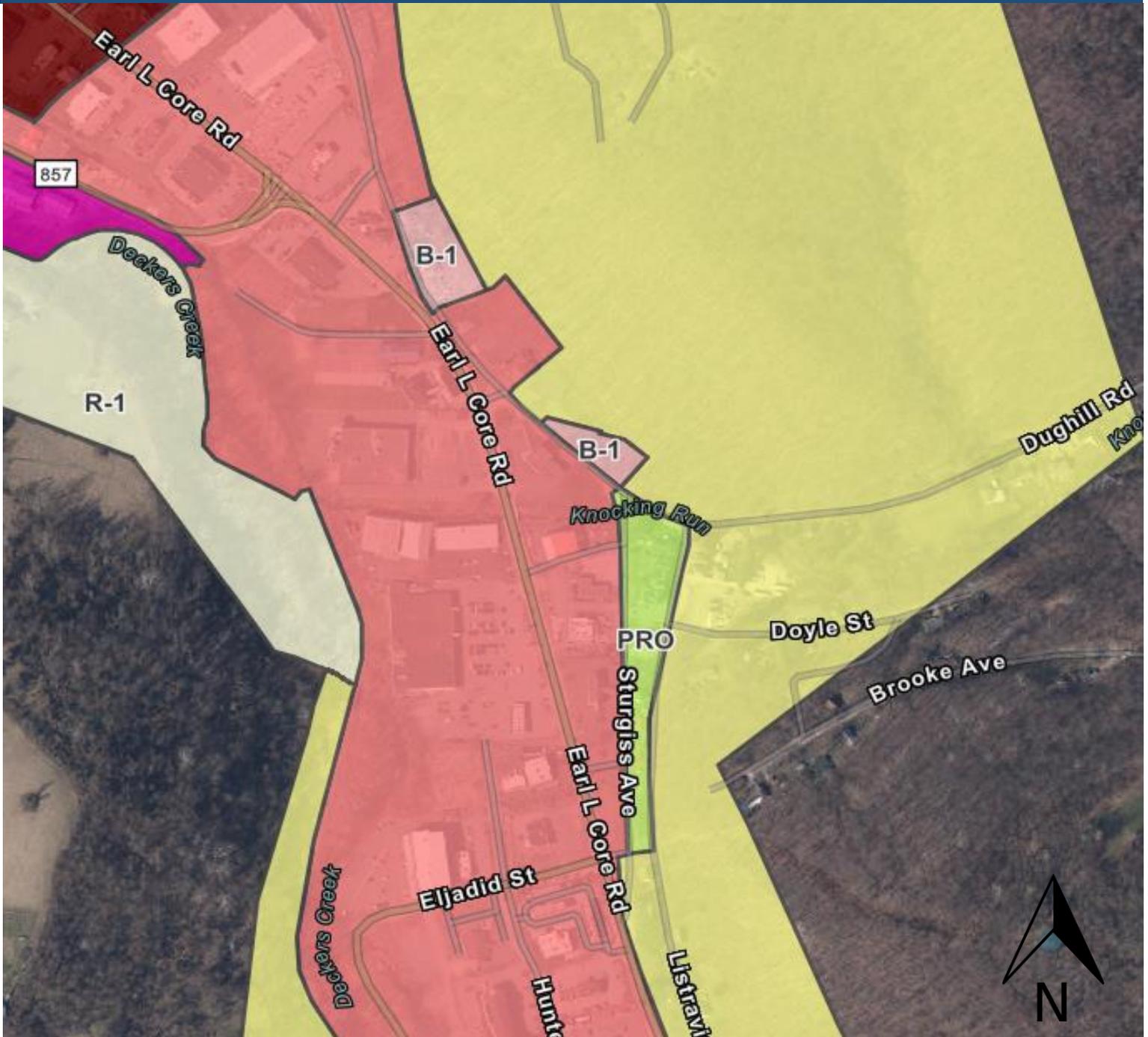
Source: City of Morgantown

PRO DISTRICT IDENTIFICATION MAP 2



Source: City of Morgantown

PRO DISTRICT IDENTIFICATION MAP 3



Source: City of Morgantown

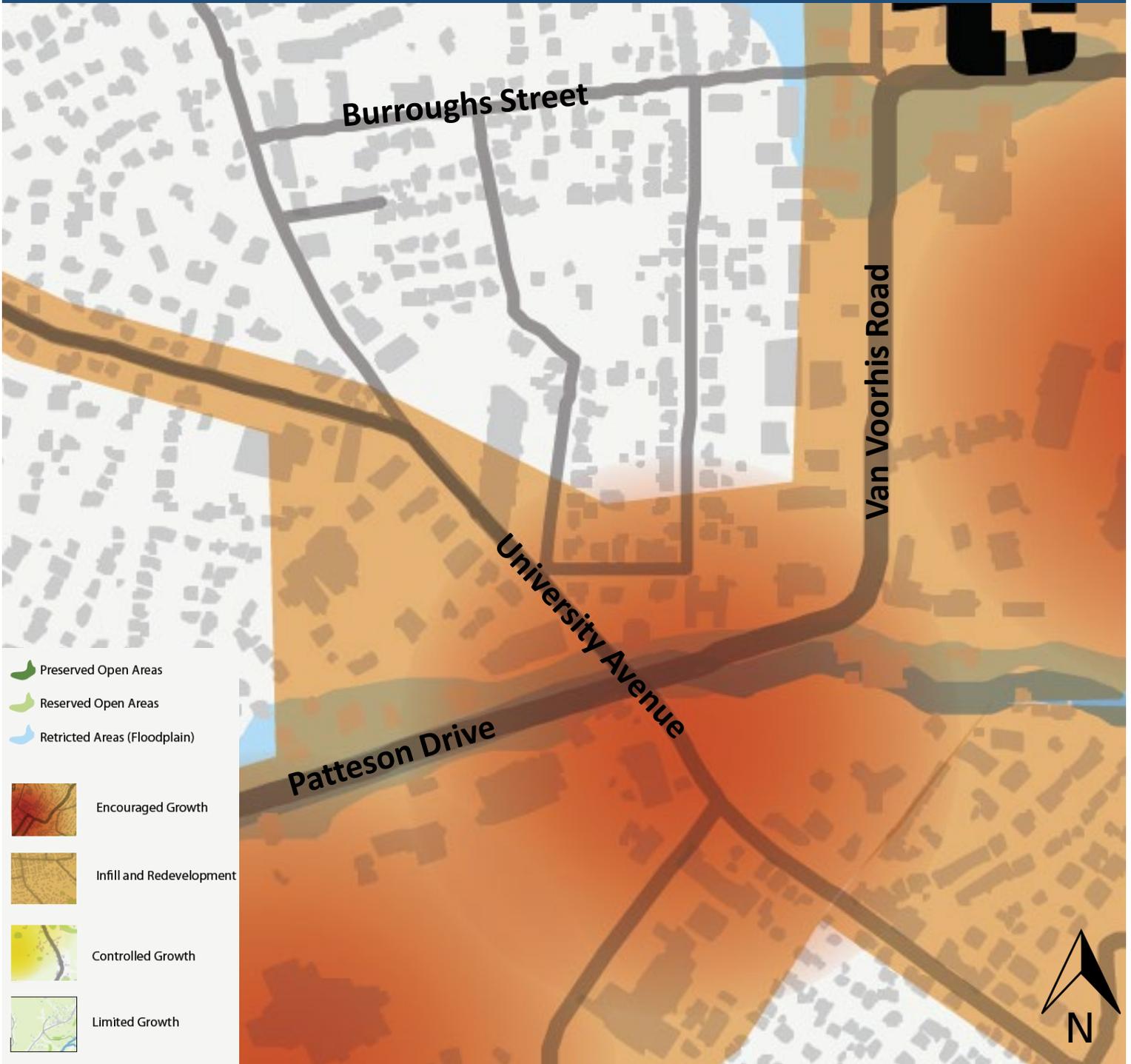
2016; Ord. No. 16-43, 9-6-2016; Ord. No. 16-48, 10-4-2016; Ord. No. 17-27, 7-5-2017; Ord. No. 18-14, 4-3-2018;
Ord. No. 18-23, 7-10-2018; Ord. No. 18-24, 6-5-2018; Ord. No. 18-29, 10-16-2018; Ord. No. 2020-21 , 7-7-2020)

STAFF REPORT ADDENDUM D

**TX23-01/ Robert Bennett / Dwelling, Multifamily, Mixed-use Building,
and Dwelling Mixed Use**

Conceptual Growth Framework Maps

Conceptual Growth Framework Map 1



Conceptual Growth Framework Map 2



Conceptual Growth Framework Map 3



STAFF REPORT ADDENDUM E

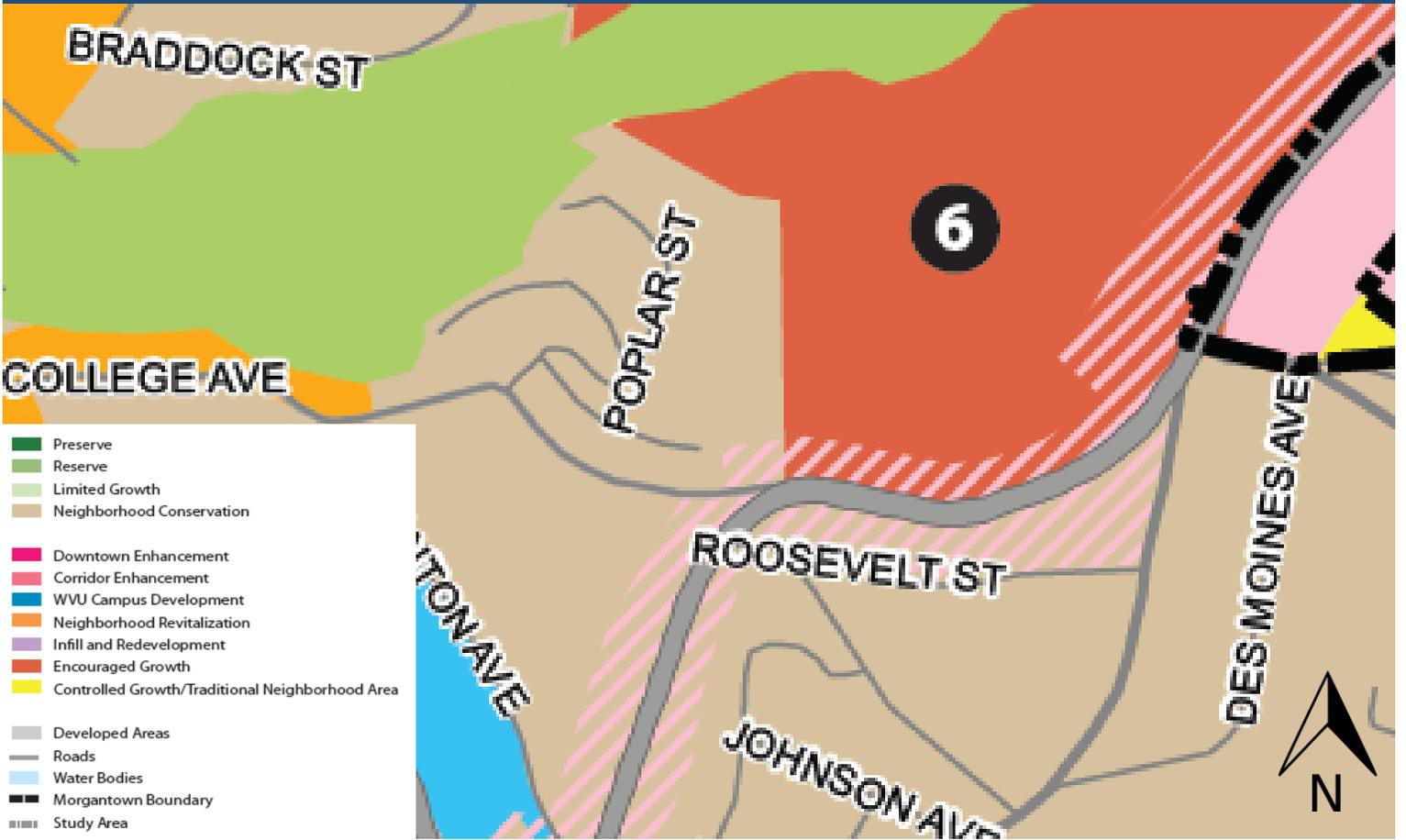
**TX23-01/ Robert Bennett / Dwelling, Multifamily, Mixed-use Building,
and Dwelling Mixed Use**

Land Management Plan Maps

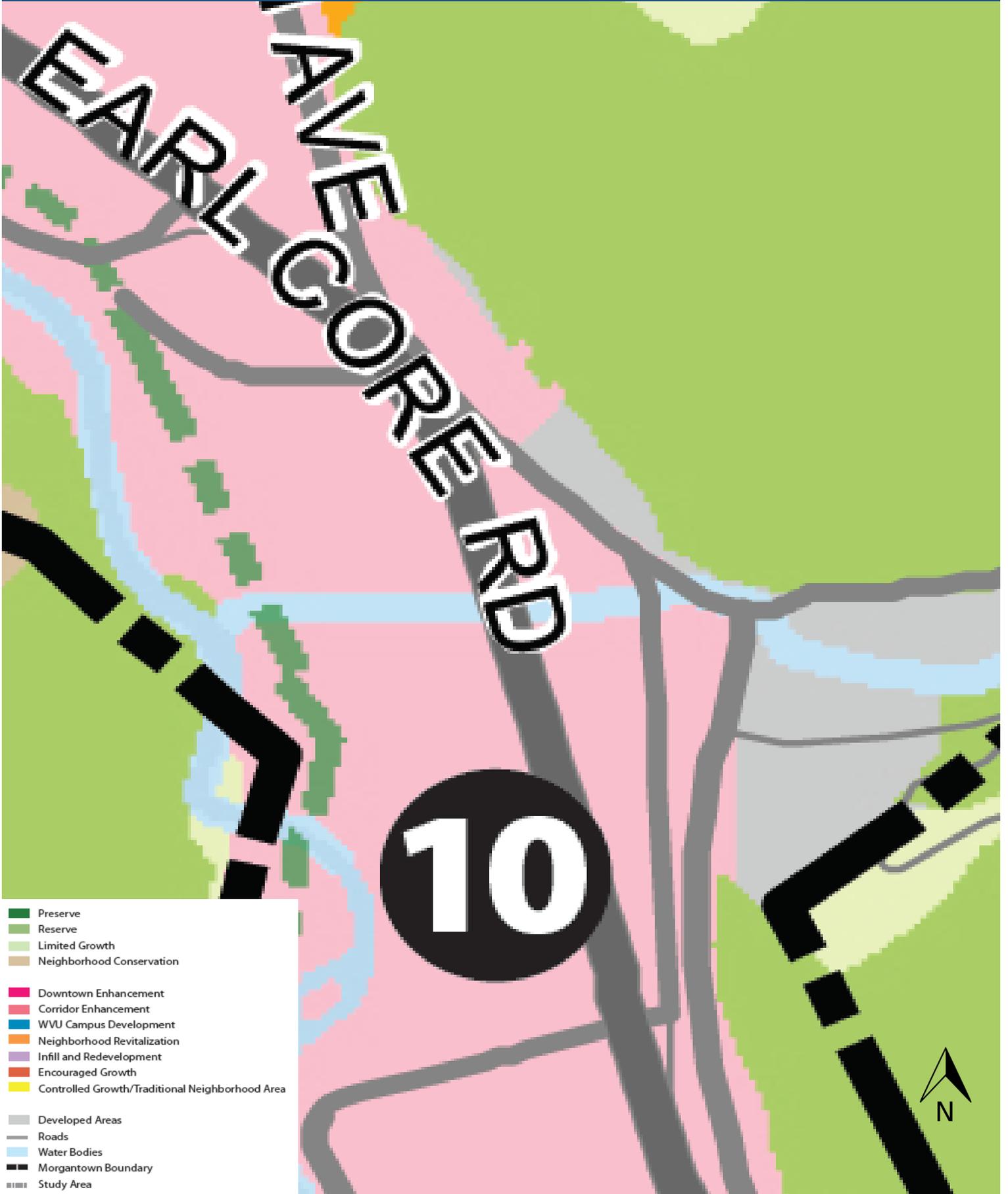
Land Management Plan Map 1



Land Management Plan Map 2



Land Management Plan Map 3



STAFF REPORT ADDENDUM F

**TX23-01/ Robert Bennett / Dwelling, Multifamily, Mixed-use Building,
and Dwelling Mixed Use**

Article 1341 – PRO, Professional, Residential and Office District

PART THIRTEEN - PLANNING AND ZONING CODE
CHAPTER SEVEN - LAND USE
ARTICLE 1341. PRO, PROFESSIONAL, RESIDENTIAL AND OFFICE DISTRICT

ARTICLE 1341. PRO, PROFESSIONAL, RESIDENTIAL AND OFFICE DISTRICT¹

Sec. 1341.01. Purpose.

The purpose of the Professional, Residential and Office (PRO) District is to provide for a mixed use of professional, office and appropriate residential uses in transition areas between more intensive commercial districts and less intensive residential neighborhood districts.

Sec. 1341.02. Permitted and conditional uses.

See the Permitted Land Use Table 1331.05.01.

Sec. 1341.03. Lot provisions.

- (a) The minimum lot size shall be 7,000 square feet.
- (b) The minimum lot frontage shall be 60 feet.
- (c) Maximum lot coverage shall be 40 percent.

Sec. 1341.04. Setbacks and encroachments.

- (a) The following setbacks shall be required for all principal structures, except as otherwise provided in Section 1363.02(b), Yard, Building Setbacks and Open Space Exceptions:
 - (1) Minimum front setback:10 feet
 - (2) Maximum front setback:15 feet
 - (3) Minimum side setback:15 feet
 - (4) Minimum rear setback:40 feet
- (b) The minimum setback for accessory structures on a lot shall be ten feet from the rear property line and ten feet from each side property line. No accessory structures are permitted within the front setback.

Sec. 1341.05. Building height, size and use.

- (a) The maximum height of a principal structure shall not exceed two and one-half stories or 35 feet, whichever is less, except as provided in Section 1363.02(a), Height Exceptions.
- (b) The maximum height of an accessory structure shall not exceed 25 feet.
- (c) The total maximum gross floor area of any building shall not exceed 4,000 square feet.

¹Cross reference(s)—Home occupation—see P. & Z. 1331.06(2); drive-through facilities prohibited—see P. & Z. 1331.06(28).

State law reference(s)—Factory-built homes—see W. Va. Code 8A-11-1.

(Ord. No. 06-40, 11-21-2006)

Sec. 1341.06. Parking and loading standards.

- (a) All uses within this district shall conform to the off-street parking and loading requirements in Article 1365, Parking, Loading and Internal Roadways.
- (b) No parking spaces shall be permitted between the front facade of a building and any street right-of-way.

Sec. 1341.07. Performance standards.

- (a) Important structures should be built so that they terminate street vistas whenever possible, and should be of sufficient design to create visual anchors for the community. All principal structures within a development should maintain a consistent architectural style.
- (b) Metal paneling shall not be used for any wall surfaces visible from a public street.
- (c) Materials:
 - (1) Walls shall be clad in any combination of wood, stone, brick, marble, and/or cast concrete.
 - (2) Roofs should be clad in slate, sheet metal, corrugated metal, and/or diamond tab asphalt shingles.
 - (3) The orders, if provided, should be made of wood or cast concrete.
- (d) Configuration: Flat roof lines are allowed.
- (e) Techniques:
 - (1) Windows should be set to the inside of the building face wall.
 - (2) Rooftop equipment which is enclosed should be enclosed in building material that matches the structure or is visually compatible with the structure.
- (f) Residential construction within this district shall follow the height and performance standards listed in Sections 1339.06 and 1339.07.
- (g) Business hours for all non-residential uses within the district shall be limited to between 6:00 a.m. and 10:00 p.m.
- (h) All lighting shall be low intensity and shielded so as not to cause illumination of adjoining residential properties.
- (i) Sidewalks shall be constructed in accordance with the requirements of Article 913 of this Code at each lot upon which a use is to be constructed.

(Ord. No. 21-09 , 4-20-2021)

Sec. 1341.08. Landscaping.

Landscaping and screening as required in Article 1367, Landscaping and Screening, shall be provided for all uses, unless otherwise noted.



THE CITY OF MORGANTOWN WEST VIRGINIA

PAID

MAY 09 2023

OFFICE USE CASE NO. TX2301

APPLICATION FOR ZONING TEXT AMENDMENT

(PLEASE TYPE OR PRINT IN INK)

Fee: \$250.00 [Z-TX]

I. APPLICANT

Name: Robert Bennett Phone: 304-212-5332
Mailing Address: 238 Wayland Street
Star City WV 26543 Email: summers@petroplus.com

II. PROPOSED TEXT AMENDMENT

Section of the Zoning Code to be Amended: 1331.05.01
Summary of Proposed Text Amendment (an additional sheet may be attached hereto):
Requesting a change to the text of table 1331.05.01: "Permitted Land Uses" to be amended to permit the following uses in a PRO zone by conditional use:
1. Dwelling, Multi-family
2. Mixed-use Building
3. Dwelling, Mixed Use

III. ATTEST

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of application will be complied with whether specified herein or not. The granting of an approval does not presume to give authority to violate or cancel the provisions of any other federal, state, or local law regulating same. This application has not been requested within the past year.
Robert Bennett
Type/Print Name of Applicant/Agent
Signature of Applicant/Agent
4/27/2023
Date

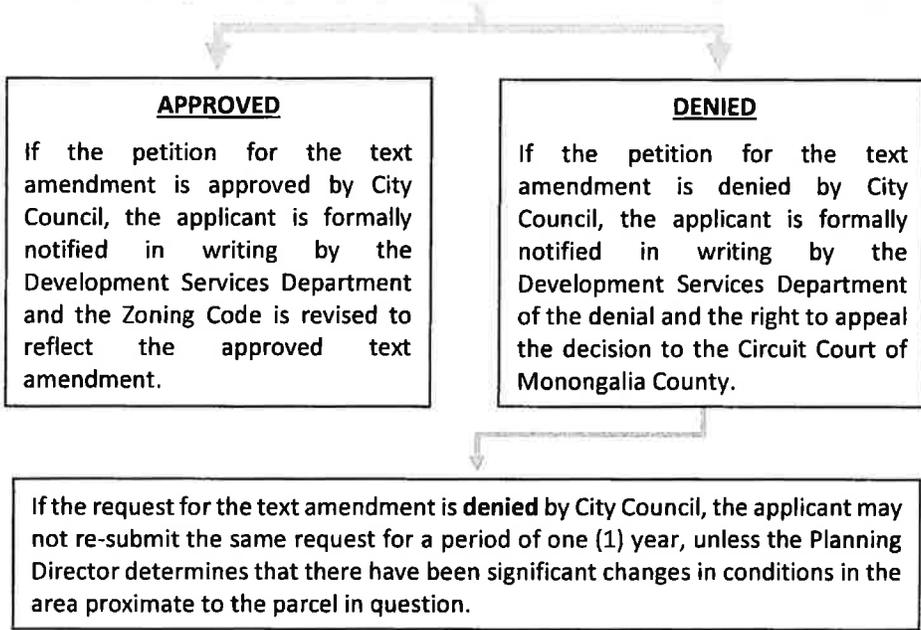


OFFICE USE
CASE NO. _____

APPLICATION FOR ZONING TEXT AMENDMENT

ADDENDUM A - Zoning Code Text Amendment Process

- 1 •An application for an amendment, or change, to the text of the Zoning Code is filed with the Development Services Department.
- 2 •The Development Services Department conducts a formal review of the completed application and prepares a strikethrough and/or underline petition.
- 3 •The Development Services Department publishes a legal advertisement describing the petition for a text amendment at least 15 days prior to the scheduled public hearing before the Planning Commission.
- 4 •The Planning Commission holds a duly scheduled public hearing on the text amendment petition, prepares a report, and makes a recommendation to City Council.
- 5 •City Council hears the petition in accordance with its rules and procedures, which normally includes two readings and an additional public hearing.



Resolution No. 2023-__

RESOLUTION

The City Council of The City of Morgantown hereby resolves that the City Manager is authorized to accept, and to perform or ensure the performance of the rights and obligations of, the Grant Offer and Grant Agreement for Airport Improvement Program (AIP) Project No. 3-54-0015-050-2023 at Morgantown Municipal Airport/Walter L. Bill Hart Field, which generally provides for the extension of Runway 18/36 and provides funding in the amount of \$3,248,377.00. for development of the runway extension project, more or less, and that the City Manager and designated representatives of the City of Morgantown are authorized to execute and deliver any documents necessary or helpful to accomplishing the purposes of such funding and/or grant.

Adopted this ____ day of August, 2023:

Mayor

City Clerk

3-54-0015-050-2023



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Eastern Region
West Virginia

Beckley Airports Field Office
176 Airport Circle, Room 101
Beaver, WV 25813-9350

July 24, 2023

Mr. A. Kim Haws
City Manager
430 Spruce Street
Morgantown, WV 26505

Dear Mr. Haws:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-54-0015-050-2023 at Morgantown Municipal/Walter L Bill Hart Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 31, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

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

3-54-0015-050-2023

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

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

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

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

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

FAA Contact Information. Stewart Lewis, (304) 253-0684, stewart.c.lewis@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,



Matthew Di Giulian
Manager



U.S. Department of Transportation
Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 24, 2023
Airport/Planning Area	Morgantown Municipal/Walter L Bill Hart Field Airport
FY2023 AIP Grant Number	3-54-0015-050-2023
Unique Entity Identifier	L6B4HJSNBR85

TO: **City of Morgantown**
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 17, 2023, for a grant of Federal funds for a project at or associated with the Morgantown Municipal/Walter L Bill Hart Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Morgantown Municipal/Walter L Bill Hart Field Airport (herein called the "Project") consisting of the following:

Extend Runway 18/36

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project

3-54-0015-050-2023

Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$3,248,377.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 \$ 0 for planning;
 \$ 3,248,377 airport development or noise program implementation; and,
 \$ 0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

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

expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 31, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the

Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, 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.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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

19. **Audits for Sponsors.**

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

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
 - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

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

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
1. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
 2. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 2023, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
 3. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;

- ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
4. **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.
5. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

3-54-0015-050-2023

6. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Matthew Di Giulian

(Typed Name)

Manager, Beckley AFO

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated August 7, 2023

City of Morgantown

(Name of Sponsor)

A. Kim Haws

A. Kim Haws (Aug 7, 2023 14:09 EDT)

(Signature of Sponsor's Authorized Official)

By: A. Kim Haws

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR’S ATTORNEY

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

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

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

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

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

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

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

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

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

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

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

FOOTNOTES TO ASSURANCE (C)(1)

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

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

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

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

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

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

26. Reports and Inspections.

It will:

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

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

30. Civil Rights.

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

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (City of Morgantown), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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

31. Disposal of Land.

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

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of July 17, 2023.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

38. Hangar Construction.

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

39. Competitive Access.

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

Application for Federal Assistance SF-424

*1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

*2. Type of Application * If Revision, select appropriate letter(s):

- New
- Continuation * Other (Specify)
- Revision

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

3-54-0015-050-2023

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Morgantown

*b. Employer/Taxpayer Identification Number (EIN/TIN):
55-6000215

*c. UEI:
L6B4HJSNBR85

d. Address:

*Street 1: 430 Spruce Street

Street 2: _____

*City: Morgantown

County/Parish: Monongalia

*State: Province: WV

*Country: USA

*Zip / Postal Code 26505

e. Organizational Unit:

Department Name:
City of Morgantown

Division Name:
Morgantown Municipal Airport

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

Prefix: Mr. *First Name: A. Kim

Middle Name: _____

*Last Name: Haws

Suffix: _____

Title: City Manager

Organizational Affiliation:
City of Morgantown

*Telephone Number: 304-225-4213

Fax Number: (304) 284-7430

*Email: khaws@morgantownwv.gov

Application for Federal Assistance SF-424
*9. Type of Applicant 1: Select Applicant Type: C: City or Township Government Type of Applicant 2: Select Applicant Type: Pick an applicant type Type of Applicant 3: Select Applicant Type: Pick an applicant type *Other (Specify)
*10. Name of Federal Agency: Federal Aviation Administration
11. Catalog of Federal Domestic Assistance Number: 20.106 CFDA Title: Airport Improvement Program
*12. Funding Opportunity Number: N/A *Title: N/A
13. Competition Identification Number: N/A Title: N/A
14. Areas Affected by Project (Cities, Counties, States, etc.): City of Morgantown, Monongalia County, WV
*15. Descriptive Title of Applicant's Project: Extend RW 18-36, Construction Phase 3 (3rd phase of construction including excavating of approx 205,000 cy of material in the established borrow site, placement of embankment, and demolition of misc structures).
Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:
*a. Applicant: WV-02 *b. Program/Project: WV-02

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

17. Proposed Project:
*a. Start Date: 11/01/2023 *b. End Date: 10/31/2025

18. Estimated Funding (\$):

*a. Federal	\$ 3,248,377
*b. Applicant	\$ 360,931
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 3,609,308

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

a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

Yes No

If "Yes", explain:

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

** I AGREE

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

Authorized Representative:

Prefix: Mr. *First Name: A. Kim

Middle Name: _____

*Last Name: Haws

Suffix: _____

*Title: City Manager

*Telephone Number: 304-225-4213 Fax Number: 304-284-7430

* Email: khaws@morgantownwv.gov

*Signature of Authorized Representative:  *Date Signed: 7-17-23



Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by (the Cognizant Agency)
on	(Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B**Certification Regarding Lobbying**

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

Yes, the improvements are within the area designated for aviation land use.

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

N/A

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

N/A

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

Yes

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

Yes

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

Yes

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

A Public Outreach program is currently underway for this program.

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

401/404 Permits have been approved. NPDES/SWPPP are currently under review for this phase of construction.

PART II – SECTION C (Continued)

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

N/A

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

Exhibit A, approved on April 27, 2023, is on file at the Beckley Airports Field Office.

Additionally, the design includes impacts to adjacent properties for the runway extension/embankment site and the borrow site

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

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

Yes

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

See attached Exhibit A.

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 10,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			773,207
5. Other Architectural engineering fees			
6. Project inspection fees			351,704
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			2,474,397
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 3,609,308
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			3,609,308
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 3,609,308
19. Federal Share requested of Line 18			3,248,377
20. Grantee share			
21. Other shares			360,931
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 3,609,308

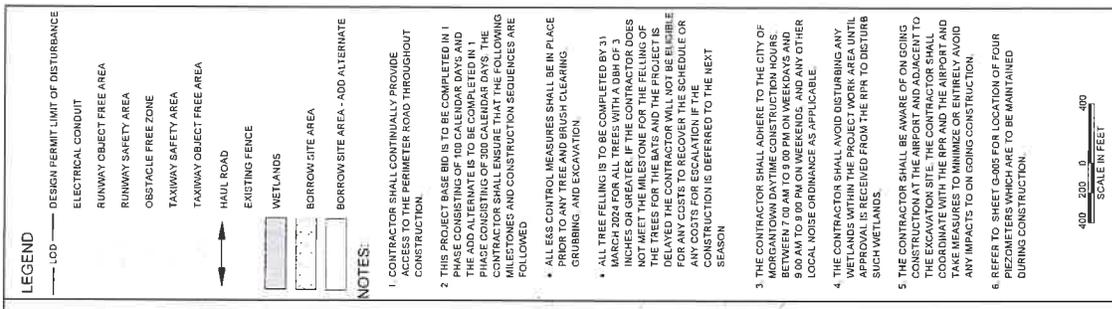
SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): Capital Budget	360,931
h. TOTAL - Grantee share	
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 360,931

SECTION E – REMARKS (Attach sheets if additional space is required)
Exhibit A Airport Property Inventory Map on file with ADO.

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: MGW Runway 18-36 Extension Design
AIRPORT: Morgantown Municipal Airport (MGW)
<p>1. Objective:</p> <p>The City of Morgantown is proposing to extend Runway 18-36 by 1,001 feet to the south. This extension will provide an overall runway length of 6,200 feet. The runway extension is proposed to be constructed in multiple construction seasons/phases and will generally consist of: clearing/grubbing/E&S, SWM, environmental & bat habitat mitigation, demolitions of structures, reconstruction of airport access road, embankment construction (material from adjacent borrow site and potentially off-site), runway extension including associated airfield lighting and electrical infrastructure, relocation of existing navigational aids, and the A-GIS associated with the development of approaches. </p>
<p>2. Benefits Anticipated:</p> <p>The runway extension benefits were documented in the Length Justification Study. To summarize, the runway extension at MGW would help to prevent further aviation and economic losses and encourage future growth opportunities. The current length provides a significantly restrictive aviation resource for a broad range of users who want to be able to have the convenience of operating at MGW and creates challenges for encouraging economic growth for the region including the county and State.</p>
<p>3. Approach: (See approved Scope of Work in Final Application)</p> <p>See attached Scopes of Work from MGW's consultant.</p>
<p>4. Geographic Location:</p> <p>All work is located on the airport property or property with agreements in place. See attached project sketch.</p>
<p>5. If Applicable, Provide Additional Information:</p> <p>Construction Ph 1 construction is substantially completed; Phase 2 construction is underway and on-going with anticipated completion in 3Q23; Ph 3 has been bid and anticipated construction starting in 4Q23 and through 2024; Ph4 is anticipated to be designed in 2024 with bidding in 2Q24.</p>
<p>6. Sponsor's Representative: (include address & telephone number)</p> <p>City of Morgantown, 389 Spruce Street, Morgantown, WV 26505 A. Kim Haws, 304-225-4213</p>



LEGEND

- DESIGN PERMIT LIMIT OF DISTURBANCE
- ELECTRICAL CONDUIT
- RUNWAY OBJECT FREE AREA
- RUNWAY SAFETY AREA
- OBSTACLE FREE ZONE
- TAXIWAY SAFETY AREA
- TAXIWAY OBJECT FREE AREA
- HAUL ROAD
- EXISTING FENCE
- WETLANDS
- BORROW SITE AREA
- BORROW SITE AREA - ADD ALTERNATE

NOTES:

- CONTRACTOR SHALL CONTINUALLY PROVIDE ACCESS TO THE PERIMETER ROAD THROUGHOUT CONSTRUCTION.
- THIS PROJECT BASE BID IS TO BE COMPLETED IN 1 PHASE CONSISTING OF 300 CALENDAR DAYS. THE ADD ALTERNATE IS TO BE COMPLETED IN 1 PHASE CONSISTING OF 300 CALENDAR DAYS. THE CONTRACTOR SHALL ENSURE THAT THE FOLLOWING MILEYTONES AND CONSTRUCTION SEQUENCES ARE FOLLOWED:
 - ALL TREE FELLING SHALL BE IN PLACE PRIOR TO ANY TREE AND BRUSH CLEARING, GRUBBING AND EXCAVATION.
 - ALL TREE FELLING IS TO BE COMPLETED BY 1 MARCH 2024 FOR ALL TREES WITH A DBH OF 3 INCHES OR GREATER. IF THE CONTRACTOR DOES NOT MEET THE MILESTONE FOR THE FELLING OF THE TREES FOR THE BATS AND THE PROJECT IS DELAYED THE CONTRACTOR WILL NOT BE ELIGIBLE FOR ANY COSTS FOR RELOCATION IF THE CONSTRUCTION IS DEFERRED TO THE NEXT SEASON.
 - THE CONTRACTOR SHALL ADHERE TO THE CITY OF MORGANTOWN DAYTIME CONSTRUCTION HOURS BETWEEN 7:00 AM TO 5:00 PM ON WEEKDAYS AND 9:00 AM TO 9:00 PM ON WEEKENDS, AND ANY OTHER LOCAL NOISE ORDINANCE AS APPLICABLE.
 - THE CONTRACTOR SHALL AVOID DISTURBING ANY WETLANDS WITHIN THE PROJECT WORK AREA UNTIL APPROVAL IS RECEIVED FROM THE RPR TO DISTURB SUCH WETLANDS.
 - THE CONTRACTOR SHALL BE AWARE OF ONGOING CONSTRUCTION AT THE AIRPORT AND ADJACENT TO THE EXCAVATION SITE. THE CONTRACTOR SHALL COORDINATE WITH THE RPR AND THE AIRPORT AND TAKE MEASURES TO MINIMIZE OR ENTIRELY AVOID ANY IMPACTS TO ONGOING CONSTRUCTION.
 - REFER TO SHEET G-005 FOR LOCATION OF FOUR PIERZOMETERS WHICH ARE TO BE MAINTAINED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL CONTINUALLY PROVIDE ACCESS TO THE PERIMETER ROAD THROUGHOUT CONSTRUCTION.
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 - REFER TO SHEET G-005 FOR LOCATION OF FOUR PIERZOMETERS WHICH ARE TO BE MAINTAINED DURING CONSTRUCTION.

NOTES:

- THIS PROJECT GENERALLY CONSISTS OF THE FOLLOWING:
 - EROSION AND SEDIMENTATION CONTROL
 - CLEARING AND GRUBBING
 - STRUCTURE DEMOLITION
 - CONSTRUCTION OF TOE BENCHES AROUND PERIMETER OF EMBANKMENT AREA
 - EXCAVATION OF UNCLASSIFIED COAL AND ROCK MATERIALS
 - PLACEMENT OF MATERIAL AND EMBANKMENT CONSTRUCTION
- SEE SHEET G-005 FOR DETAILED PROJECT LAYOUT PLAN

GENERAL LOCATION OF RAIN GAUGE WHICH WILL BE SUPPLIED BY THE RPR, TO BE POWERED FROM CONTINGENT COSTS

POINT #	COORDINATES	DESCRIPTION
81	414441.60	EXISTING SOIL STOCKPILE
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39	414441.60	1851225.53
40	414441.60	1851225.53
41	414441.60	1851225.53
42	414441.60	1851225.53
43	414441.60	1851225.53
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45	414441.60	1851225.53
46	414441.60	1851225.53
47	414441.60	1851225.53
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51	414441.60	1851225.53
52	414441.60	1851225.53
53	414441.60	1851225.53
54	414441.60	1851225.53

LOG PERIMETER POINTS

POINT #	NORTHING	EASTING
1	414441.60	1851225.53
2	414441.60	1851225.53
3	414441.60	1851225.53
4	414441.60	1851225.53
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LOG PERIMETER POINTS

POINT #	NORTHING	EASTING
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3	414441.60	1851225.53
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18	414441.60	1851225.53
19	414441.60	1851225.53
20	414441.60	1851225.53
21	414	

Resolution No. 2023-__

RESOLUTION

The City Council of The City of Morgantown hereby resolves that the City Manager is authorized to accept, and to perform or ensure the performance of the rights and obligations of, the Grant Offer and Grant Agreement for Airport Improvement Program (AIP) Project No. 3-54-0015-052-2023 at Morgantown Municipal Airport/Walter L. Bill Hart Field, which generally provides for the funding related to the extension of Runway 18/36 and provides funding in the amount of \$1,635,655.00., more or less, for environmental mitigation related to development of the runway extension project, and that the City Manager and designated representatives of the City of Morgantown are authorized to execute and deliver any documents necessary or helpful to accomplishing the purposes of such funding and/or grant.

Adopted this ____ day of August, 2023:

Mayor

City Clerk

AIP Grant Application Checklist

AIRPORT NAME: Morgantown Municipal Airport **DATE:** _____

SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #: 1SKX3

SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE: _____

This checklist (and attached instructions) is a tool to assist a grantee (airport sponsor) in identifying the requirements and considerations associated with preparing an Airport Improvement Program (AIP) grant application package for submittal to the FAA. Airport sponsors should read and consider each of the items carefully. **Some of the items can be answered by simply checking the “Yes” and “No” boxes while others require providing additional information as part of the airport’s request for AIP funds.**

Ref.		Yes	No	N/A	Comments Attached
ITEMS REQUIRED TO COMPLETE APPLICATION REVIEW:					
1.	Standard Form 424 <i>(signed)</i>				
2.	Project Cost Breakdown <i>(attached)</i>				
3.	Project Sketch <i>(at the request of the ADO)</i>				
4.	Project Narrative <i>(attached or within Form 5100-100/101 Part IV)</i>				
5.	Form 5100-100 (parts II – IV) <i>(airport development grants)</i> Form 5100-101 (parts II- IV) <i>(planning grants)</i>				
6.	Bid Tabulations/Negotiated Amounts <i>(attached or previously submitted to the ADO)</i>				
7.	Exhibit A <i>(attached or previously submitted to the ADO)</i>				
8.	Title Certificate or Long Term Lease Agreement <i>(at the request of the ADO)</i>				

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation * Other (Specify) <input type="checkbox"/> Revision Group 1
*3. Date Received:	4. Applicant Identifier:
5a. Federal Entity Identifier:	*5b. Federal Award Identifier: 3-54-0015-052-2023
State Use Only:	
6. Date Received by State:	7. State Application Identifier:
8. APPLICANT INFORMATION:	
*a. Legal Name: City of Morgantown	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 55-6000215	*c. UEI: L6B4HJSNBR85
d. Address:	
*Street 1: 430 Spruce Street	
Street 2:	
*City: Morgantown	
County/Parish: Monongalia	
*State: Province: WV	
*Country: USA	
*Zip / Postal Code: 26505	
e. Organizational Unit:	
Department Name: City of Morgantown	Division Name: Morgantown Municipal Airport
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Mr.	*First Name: A. Kim
Middle Name:	
*Last Name: Haws	
Suffix:	
Title: City Manager	
Organizational Affiliation: City of Morgantown	
*Telephone Number: 304-225-4213	Fax Number: (304) 284-7430
*Email: khaws@morgantownwv.gov	

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

FY 2022 Competitive Funding Opportunity: Airport Improvement Program Supplemental Discretionary Grants

*Title:

FY 2022 Competitive Funding Opportunity: Airport Improvement Program Supplemental Discretionary Grants

13. Competition Identification Number:

N/A

Title:

N/A

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

City of Morgantown, Monongalia County, WV

***15. Descriptive Title of Applicant's Project:**

Extend Runway 18/36 (Environmental Mitigation) - See attached for additional details.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: WV-02	*b. Program/Project: WV-02
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 09/01/2023	*b. End Date: 12/31/2024
18. Estimated Funding (\$):	
*a. Federal	\$ 1,635,655
*b. Applicant	\$ 181,740
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 1,817,395
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____.	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
*20. Is the Applicant Delinquent On Any Federal Debt?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", explain:	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mr.	*First Name: A. Kim
Middle Name:	
*Last Name: Haws	
Suffix:	
*Title: City Manager	
*Telephone Number: 304-225-4213	Fax Number: 304-284-7430
* Email: khaws@morgantownwv.gov	
*Signature of Authorized Representative: 	*Date Signed: 07/24/2023

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414. <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B**Certification Regarding Lobbying**

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

Yes, the improvements are within the area designated for aviation land use.

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

N/A

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

N/A

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

Yes

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

Yes

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

Yes

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

A Public Outreach program is currently underway for this program.

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

401/404 Permits have been approved. NPDES/SWPPP are currently under review for this phase of construction.

PART II – SECTION C (Continued)

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

N/A

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

Exhibit A, approved on April 27, 2023, is on file at the Beckley Airports Field Office.

Additionally, the design includes impacts to adjacent properties for the runway extension/embankment site and the borrow site

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

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

Yes

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

See attached Exhibit A.

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			1,817,395
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 1,817,395
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 1,817,395
19. Federal Share requested of Line 18			1,635,655
20. Grantee share			181,740
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 1,817,395

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): Captial Budget	181,740
h. TOTAL - Grantee share	
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS (Attach sheets if additional space is required)
Exhibit A Airport Property Inventory Map on file with ADO.

PART IV – PROGRAM NARRATIVE
(Suggested Format)**PROJECT:** MGW Runway 18-36 Extension Design**AIRPORT:** Morgantown Municipal Airport (MGW)**1. Objective:**

The City of Morgantown is proposing to extend Runway 18-36 by 1,001 feet to the south. This extension will provide an overall runway length of 6,200 feet. The runway extension is proposed to be constructed in multiple construction seasons/phases and will generally consist of: clearing/grubbing/E&S, SWM, environmental & bat habitat mitigation, demolitions of structures, reconstruction of airport access road, embankment construction (material from adjacent borrow site and potentially off-site), runway extension including associated airfield lighting and electrical infrastructure, relocation of existing navigational aids, and the A-GIS associated with the development of approaches.

**2. Benefits Anticipated:**

The runway extension benefits were documented in the Length Justification Study. To summarize, the runway extension at MGW would help to prevent further aviation and economic losses and encourage future growth opportunities. The current length provides a significantly restrictive aviation resource for a broad range of users who want to be able to have the convenience of operating at MGW and creates challenges for encouraging economic growth for the region including the county and State.

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

Environmental Remediation Fees for Runway 18-36 Extension - See attached for additional details.

4. Geographic Location:

All work is located on the airport property or property with agreements in place. See attached project sketch.

5. If Applicable, Provide Additional Information:

Construction Ph 1 construction is substantially completed; Phase 2 construction is underway and on-going with anticipated completion in 3Q23; Ph 3 has been bid and anticipated construction starting in 4Q23 and through 2024; Ph4 is anticipated to be designed in 2024 with bidding in 2Q24.

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

City of Morgantown, 389 Spruce Street, Morgantown, WV 26505
A. Kim Haws, 304-225-4213

**Form 5100, Part II, Item 4.
Environmental Mitigation Measures**

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Item 4.

Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).

Environmental Impacts:

- Endangered Indiana Bat (*Myotis sodalist*) and threatened northern long-eared bat (NLEB) (*Myotis septentrionalis*). Conservation Plan approved by USFW; FONSI approved on 10/24/2019. Measures to offset potential impacts include:
 - Where possible, forested impacts will be avoided
 - Mitigation will be provided on-site and off-site (Fort Martin mitigation site) with roost structures at 1:1 ratio for each potential primary roost lost
 - Artificial roosts will be monitored for two years following installation
 - No hibernacula will be impacted
 - BMPs will minimize overall habitat impacts and to protect water quality by implementing approved erosion, sedimentation, and pollution controls during construction
 - Avoiding potential roost trees and impacts in riparian areas by reducing the size and limits of disturbance (LOD)
 - Planting 20 trees and girdling existing trees at the Fort Martin mitigation site on a 1:1 ratio for each potential roost tree lost I-68 Commerce and Laurita Parcel
 - Seasonal tree clearing restrictions between November 15 and March 31 for all trees greater than 5-inches diameter breast height (DBH)
- Section 401 – Water Quality Certification: pending
- Section 404 – Individual Permit: pending

Exhibit A

Spence, Dawn

From: Adkins, Michael S (FAA) <michael.s.adkins@faa.gov>
Sent: Thursday, April 27, 2023 6:52 AM
To: Purpura, Joseph; Jonathon Vrabel; Amy Cobasky
Cc: Spence, Dawn
Subject: RE: EXTERNAL: MGW Exhibit A Property Map

Joseph – Received and approved.

Jon and Amy– You may resubmit the final pay request for grant 049.

Thanks,

Michael Adkins, PE
 Community Planner/PFC Program Manager
 FAA Beckley Airports Field Office
 176 Airport Circle, Room 101
 Beaver, WV 25813
 (304) 252-5931



**Federal Aviation
 Administration**

From: Purpura, Joseph <Joseph.Purpura@mbakerintl.com>
Sent: Tuesday, April 25, 2023 3:38 PM
To: Adkins, Michael S (FAA) <michael.s.adkins@faa.gov>
Cc: Jonathon Vrabel <jvrabel@morgantownwv.gov>; Spence, Dawn <DSpence@mbakerintl.com>
Subject: RE: EXTERNAL: MGW Exhibit A Property Map

Michael,

Please find the updated Exhibit A attached.

Thanks,

Joseph Purpura, PE | Civil Engineer - Aviation
 100 Airside Drive, Airside Business Park | Moon Township, PA 15108 | [O] 412-269-2058
joseph.purpura@mbakerintl.com | www.mbakerintl.com 

Michael Baker
INTERNATIONAL

We Make a Difference

From: Adkins, Michael S (FAA) <michael.s.adkins@faa.gov>
Sent: Tuesday, April 18, 2023 7:35 AM
To: Purpura, Joseph <Joseph.Purpura@mbakerintl.com>

Cc: Jonathon Vrabel <jvrabel@morgantownwv.gov>; Spence, Dawn <DSpence@mbakerintl.com>

Subject: EXTERNAL: MGW Exhibit A Property Map

Hello Joseph,

Thank you for reaching out to me yesterday regarding MGW's Exhibit A update. I have attached two examples for Checklist Item 3 (which perhaps should have been referenced as Checklist Item 8h).

Please email me if you have any questions or if you would like to set up a call to discuss.

Thank you,

Michael Adkins, PE
Community Planner/PFC Program Manager
FAA Beckley Airports Field Office
176 Airport Circle, Room 101
Beaver, WV 25813
(304) 252-5931



**Federal Aviation
Administration**

From: Adkins, Michael S (FAA)

Sent: Monday, April 17, 2023 7:54 AM

To: Jonathon Vrabel <jvrabel@morgantownwv.gov>; Spence, Dawn <DSpence@mbakerintl.com>

Cc: DiGiulian, Matthew (FAA) <Matthew.DiGiulian@faa.gov>; Spence, Dawn <dspence@mbakerintl.com>; Amy Cobasky <acobasky@morgantownwv.gov>

Subject: RE: MGW 049

Jon,

I have reviewed the submittal had have the following comments:

- Checklist Item 2 - The reference numbers on the map should be updated for parcels that have been acquired. For example, the previous Reference Number "F" on the map should now be "30" per the revised Parcel Data Tables.
- Checklist Item 2 – It would be helpful if the Property Reference Numbers were in bold instead of off-airport owners, similar to previous versions of the map. They are also difficult to read within the Proposed Aerial Easement.
- **Checklist Item 3** – No metes and bounds description provided for the revised boundary.

Please let me know if you have any questions or would like to discuss.

Thank you,

Michael Adkins, PE
Community Planner/PFC Program Manager
FAA Beckley Airports Field Office

176 Airport Circle, Room 101
Beaver, WV 25813
(304) 252-5931



Federal Aviation
Administration

From: Jonathon Vrabel <jvrabel@morgantownwv.gov>

Sent: Monday, April 3, 2023 2:43 PM

To: Adkins, Michael S (FAA) <michael.s.adkins@faa.gov>; Spence, Dawn <DSpence@mbakerintl.com>

Cc: DiGiulian, Matthew (FAA) <Matthew.DiGiulian@faa.gov>; Spence, Dawn <dspence@mbakerintl.com>; Amy Cobasky <acobasky@morgantownwv.gov>

Subject: RE: MGW 049

Michael,

Attached is the completed Exhibit A.

Jon

EXHIBIT A

Morgantown, West Virginia

City of Morgantown

Morgantown Municipal Airport

March 2023

Prepared by:

Michael Baker

I N T E R N A T I O N A L

Michael Baker International, Inc
100 Airside Drive
Airside Business Park
Moon Township, PA 15108
412.269.6300

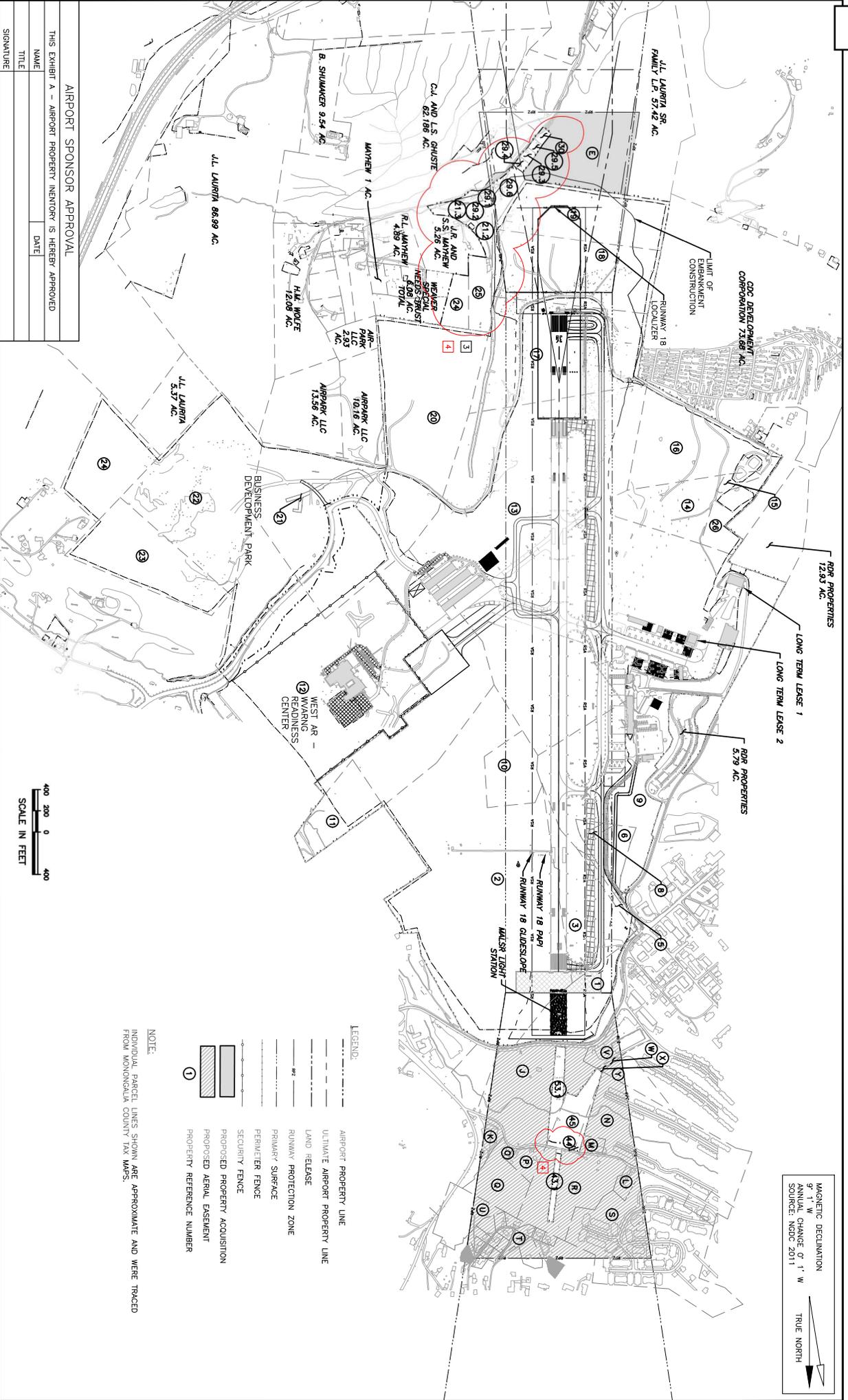
APPENDIX B. EXHIBIT ‘A’ REVIEW CHECKLIST

Checklist Review Item	Sponsor/Consultant			FAA
	Yes	No	N/A	Agree
1. Existing Dedicated Airport Property Boundary Line identified. This can consist of a combination of fee interest, easements and/or leases. It may include lands that are not contiguous with the airport boundary. Identify source of base map data.	X			
Airports Specialist Comments:				
2. All the airport property parcels are shown and have a unique designation. Parcels with designations from previous Exhibit ‘A’s should not be changed. However, a new system of designations may be used for new and future property acquisitions. Parcel designations must be consistent with grant descriptions.	X			
Airports Specialist Comments:				
3. Each segment of a parcel’s boundary is described in some manner. Metes and bounds, township/range/section, lot and block, plat or other appropriate property description (may be an attachment to the Exhibit ‘A’ plan sheet or checklist). Points of reference may also be included to further describe the parcel.	X			
Airports Specialist Comments:				
4. Parcels that were once airport property are shown. The date they were released from federal obligations by the FAA and the date of disposal must be included.	X			
Airports Specialist Comments:				
5. Parcel information includes: (often in table format)				
a. Grantor (selling owner)	X			
b. Type of interest acquired (fee simple, easement, etc.)	X			
c. Acreage	X			
d. Type of conveyance instrument	X			
e. Liber/book and page of recording	X			
Airports Specialist Comments:				
6. Each airport property parcel shows: (often in table format)				
a. FAA grant number, including year if acquired under a grant	X			
b. PFC Project Number if acquired with Passenger Facility Charge funds (recommended)			X	
c. Surplus Property Transfer, Government Land Transfer or other statutory federal agreements/conditions. See FAA Order 5010.4 and form 5010-1 Data Element #25 for additional information.			X	
d. Type of easement (clearing, avigation, utility, right of way, expiration date, easement held by others, subordination agreement, etc.)	X			

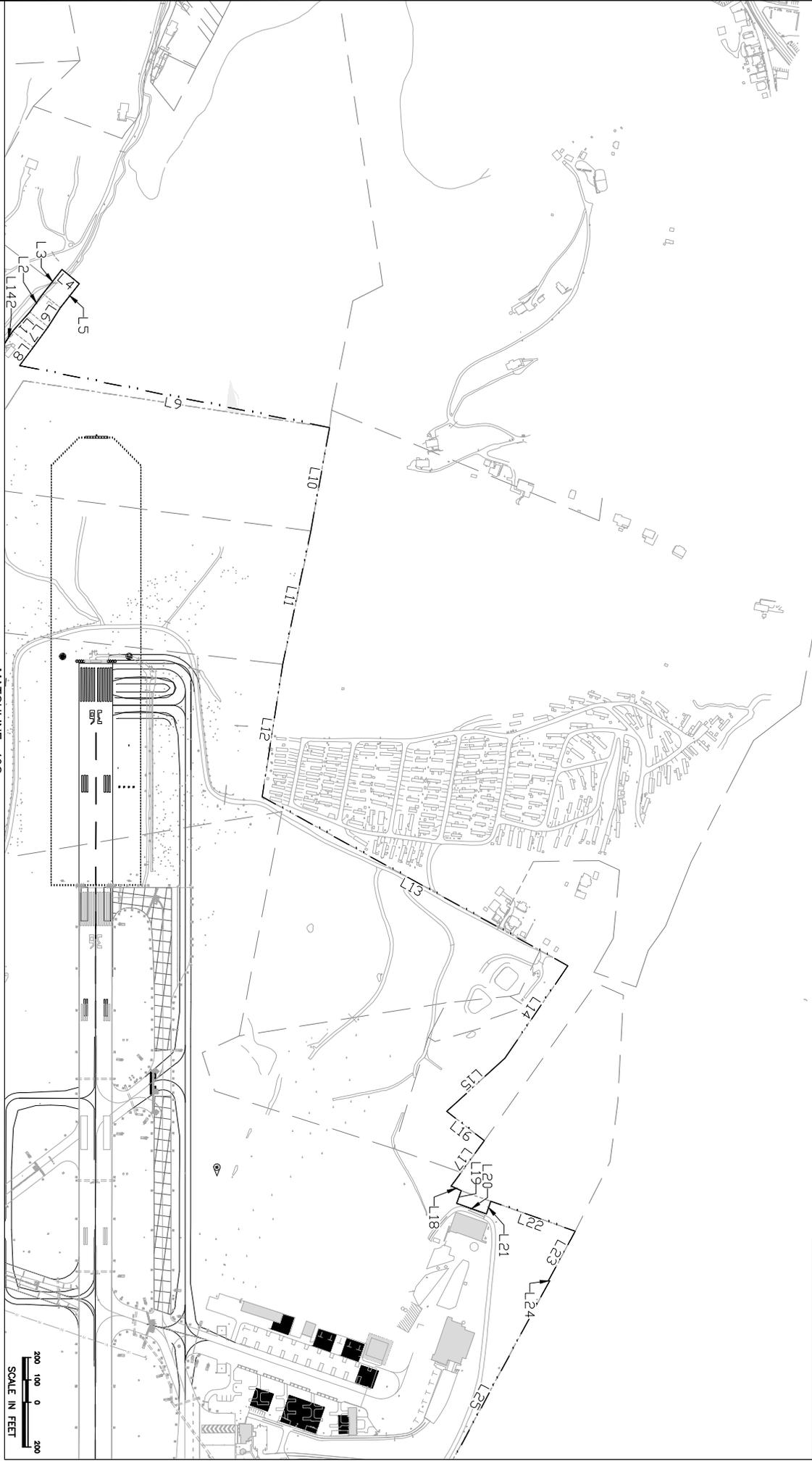
Checklist Review Item	Sponsor/Consultant			FAA
	Yes	No	N/A	Agree
e. Date and type of release/land use change approval (aeronautical use, interim use, concurrent use, etc.). This can also include any release from federal obligations such as a release from the National Emergency Use Provision (NEUP), mineral rights, liens, residential through-the-fence access agreements, etc.	X			
f. Date of property disposal	X			
g. Public land references, if applicable (PIN #/Assessors #, date of recording, book and page, etc.)	X			
h. Any known encumbrances on the property			X	
Airports Specialist Comments:				
7. Purpose of acquisition (current/future development, concurrent use, noise, revenue production, etc.), often in table format. Interim use can be identified with an attached reference.	X			
Airports Specialist Comments:				
8. The plan shows the following for both existing and future configurations based upon the approved Airport Layout Plan:				
a. Runway Protection Zones (RPZ)	X			
b. Runways	X			
c. Runway Safety Areas (RSA)	X			
d. Runway Object Free Areas (OFA)	X			
e. Taxiways	X			
f. Other airport design surfaces (as necessary, must maintain a legible map)	X			
g. Road/railroad right-of-ways		X		
h. Bearing and distance of airport property lines		X		
Airports Specialist Comments:				
9. North arrow, legend and graphic/numerical scale is shown	X			
Airports Specialist Comments:				
10. If the Exhibit 'A' is being submitted as part of a land acquisition project, the parcels being acquired are shown	X			
Airports Specialist Comments:				
11. Title block clearly labeled as Exhibit "A" Airport Property Inventory Maps and dated	X			
Airports Specialist Comments:				
12. Revision block/table, Sponsor approval block, Preparer's block, dated	X			

Checklist Review Item	Sponsor/Consultant			FAA
	Yes	No	N/A	Agree
Airports Specialist Comments:				
13. Understandable and legible legend, including all linetypes and symbols used	X			
Airports Specialist Comments:				
14. Parcel table is legible	X			
Airports Specialist Comments:				
Provide an explanation for any checklist item marked 'No'. Survey information for item 8h is included in the deed book of each parcel. Road right of ways are not shown as the airport property line provided the same info along the public roadways.				

Accepted By: _____ Date: _____
 Airports Specialist



THIS EXHIBIT A - AIRPORT PROPERTY INVENTORY IS HEREBY APPROVED NAME: _____ DATE: _____ TITLE: _____ SIGNATURE: _____	
AIRPORT SPONSOR APPROVAL	
1 DATE OF PROPERTY LINE UPDATE - LAND RELEASE/SWAP 2 DATE OF PROPERTY LINE UPDATE - SECURITY FENCE 3 DATE OF PROPERTY LINE UPDATE - PROPOSED AERIAL EASEMENT 4 DATE OF PROPERTY LINE UPDATE - PROPOSED AERIAL EASEMENT	1 DATE OF PROPERTY LINE UPDATE - LAND RELEASE/SWAP 2 DATE OF PROPERTY LINE UPDATE - SECURITY FENCE 3 DATE OF PROPERTY LINE UPDATE - PROPOSED AERIAL EASEMENT 4 DATE OF PROPERTY LINE UPDATE - PROPOSED AERIAL EASEMENT
APR 17, 2023 - 12:36pm L:\PROJECTS\Morganatown Municipal Airport\119775 - 40W Master Plan Update\310 Design\Drawings\Plan\Map000 - prop.dwg	
APPROVED BY: Baker Michael Baker Jr., Inc. Airport Services Group 1000 North Main Street Morgantown, West Virginia 26505	
Morganatown Municipal Airport Morganatown, West Virginia	
MASTER PLAN UPDATE EXHIBIT A - AIRPORT PROPERTY INVENTORY MAP	
SHEET NO. 119775	DRAWING NO. 13 OF 16



MAGNETIC DECLINATION
 9° 1' W
 CHANGE OF 1' W
 SOURCE: NAD83 - 2011

TRUE NORTH

NO.	DATE	BY	DESCRIPTION OF REVISION	DATE APPROVED	APPROVED BY
4	03/23	JUP	PROPERTY UPDATE AND LAND RELEASE - SHEET 13A ADDED		

Michael Baker International
 MICHAEL BAKER ENGINEERING INC.
 AERIAL PHOTOGRAPHY
 10000 WOODBURN AVENUE
 SUITE 200
 BOSTON, MA 02124
 (617) 237-6000

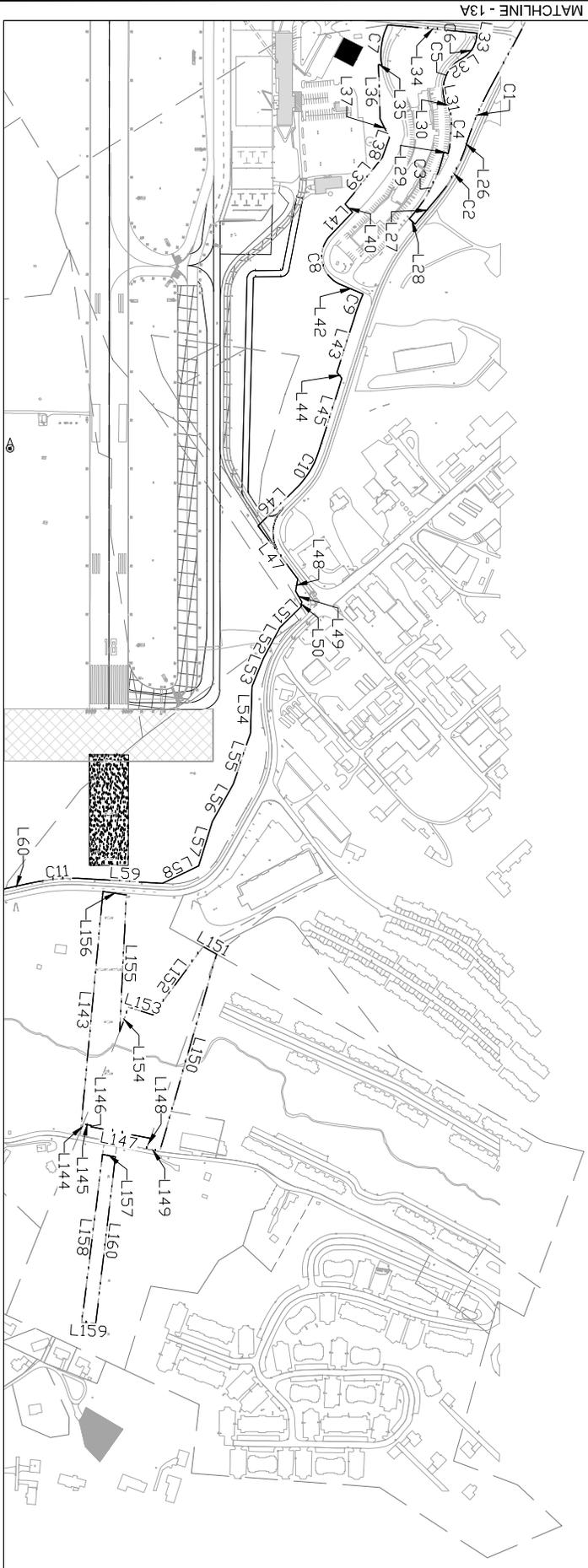
MORGANTOWN
 MORGANTOWN MUNICIPAL AIRPORT
 MORGANTOWN, WEST VIRGINIA

MASTER PLAN UPDATE
 EXHIBIT A - AIRPORT PROPERTY INVENTORY MAP

SCALE IN FEET
 200 100 0 200

SCALE IN FEET

13A of 16



MAGNETIC DECLINATION
 9° 1' W
 CHANGE OF 1' W
 SOURCE: NAD83 - 2011

TRUE NORTH

200 100 0 200
 SCALE IN FEET

NO.	DATE	BY	REVISIONS
1	03/23	JUP	PROPERTY UPDATE AND LAND RELEASE SHEET 13B ADDED
2			
3			
4			

DATE APPROVED	APPROVED BY

<p>Michael Baker International MICHAEL BAKER ENGINEERING INC. ARCHITECTURAL ENGINEERS 11000 W. WISCONSIN AVE. SUITE 200 WEST DES MOINES, IA 50399</p>	<p>Morgantown Municipal Airport Morgantown, West Virginia</p>
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<p>MASTER PLAN UPDATE</p> <p>EXHIBIT A - AIRPORT PROPERTY INVENTORY MAP</p>	<p>SHEET NO. 13B of 16</p>
---	----------------------------



NO.	DATE	BY	REVISIONS
4	03/23	JUP	PROPERTY UPDATE AND LAND RELEASE SHEET 13C ADDED
3			
2			
1			

DATE REVISIONED
 APPROVED BY
 MICHAEL BAKER ENGINEERING, INC.
 AERIAL SURVEYS AND PHOTOGRAMMETRY
 10200 WOODBRIDGE DRIVE
 FORT WORTH, TEXAS 76134
 (817) 336-8800



Morgantown Municipal Airport
 Morgantown, West Virginia

MASTER PLAN UPDATE
 EXHIBIT A - AIRPORT PROPERTY INVENTORY MAP 13C of 16

SCALE IN FEET
 0 100 200
 200 100 0 200
 SCALE IN FEET

REFERENCE NUMBER	TAX PARCEL NUMBER	DISTRICT NAME / TAX MAP	PREVIOUS OWNER	EXISTING PROPERTY TABLE	DEED BOOK/VOLUME	PROPERTY INTEREST	GRANT NUMBER OR PURCHASE INFO	NOTE LAND YES/NO
1	1.00	SOUTH WARD / 32A	JOHN E. AND NELLE C. THOMAS	10/000	6/28/1985	364/489	WARRANTY DEED - FEE SIMPLE	NO
2	2.00	SOUTH WARD / 32A	BOARD OF GOVERNORS OF WEST VIRGINIA UNIVERSITY	79/550	9/22/1961	599/5	WARRANTY DEED - FEE SIMPLE	NO
3	3.00	SOUTH WARD / 32A	WEST VIRGINIA AVIATION FOUNDATION, INC.	15/700	7/22/1961	597/771	WARRANTY DEED - FEE SIMPLE	NO
4	4.00	SOUTH WARD / 32A	J. WAYNE AND HATTIE REINER, MARGARET R. AND W. R. COOKES, J. EARL AND FRANCES S. REINER, MARY OLGA JOHNSON AND DR. CARL A. JOHNSON	0/970	11/7/1961	600/43	WARRANTY DEED - FEE SIMPLE	NO
5	5.00	SOUTH WARD / 32A	WEST VIRGINIA BOARD OF CONTROL	2/791	9/23/1935	279/448	RIGHT OF WAY	NO
6	6.00	SOUTH WARD / 32A	MARGARET AND W. R. COOKES, J. EARL AND FRANCES S. REINER, MARY OLGA JOHNSON AND DR. CARL A. JOHNSON	5/090	6/12/1952	481/442	WARRANTY DEED - FEE SIMPLE	NO
7	7.00	SOUTH WARD / 32A	REINHILDE STEEL CORPORATION	1/000	8/23/1939	302/66	WARRANTY DEED - FEE SIMPLE	NO
8	8.00	SOUTH WARD / 32A	REINHILDE STEEL CORPORATION	0/277	8/23/1939	302/67	WARRANTY DEED - FEE SIMPLE	NO
9	9.00	SOUTH WARD / 32A	REINHILDE STEEL CORPORATION	28/110	1/17/1936	275/277	WARRANTY DEED - FEE SIMPLE	NO
10	10.00	SOUTH WARD / 32A	BOARD OF GOVERNORS OF WEST VIRGINIA UNIVERSITY	6/940	1/8/1962	601/174	WARRANTY DEED - FEE SIMPLE	NO
11	11.00	SOUTH WARD / 32A	THOMAS E. AND SARAH C. POWELL	7/540	2/11/1938	290/239	WARRANTY DEED - FEE SIMPLE	NO
12	12.00	SOUTH WARD / 32A	THOMAS E. AND SARAH C. POWELL	92/160	2/11/1938	290/239	WARRANTY DEED - FEE SIMPLE	NO
13	13.00	SOUTH WARD / 32A	MUTH FLEMING AND LLOYD H. HOUSE	138/270	10/19/1935	273/266	WARRANTY DEED - FEE SIMPLE	NO
14	14.00	SOUTH WARD / 32A	MURPHY S. AND GEORGE F. C. HARTMAN	5/610	6/20/1943	340/724	WARRANTY DEED - FEE SIMPLE	NO
15	15.00	SOUTH WARD / 32A	DAVEY LAMCASTER	1/280	11/21/1943	742/945	WARRANTY DEED - FEE SIMPLE	NO
16	16.00	SOUTH WARD / 32A	GIUSEPPE PANUZZO, et al.	17/240	12/23/1943	345/258	CONDEMNATION	NO
17	17.00	SOUTH WARD / 32A	PHILIP A. POOLE, et al.	37/250	12/23/1943	345/262	CONDEMNATION	NO
18	18.00	SOUTH WARD / 32A	SUE B. UTT, DORIS UTT RUNNER, FORECAST UTT KELLY, MABLE UTT DAVES, WILLIAM A. AND MARGALIT UTT	19/950	12/21/1960	552/69	WARRANTY DEED - FEE SIMPLE	NO
19	19.00	SOUTH WARD / 32A	GIULF AND EVA C. HARNER	18/100	12/5/1961	600/259	WARRANTY DEED - FEE SIMPLE	NO
20	20.00	SOUTH WARD / 32A	JOHN EVANS, et al.	68/100	6/28/1945	377/200	WARRANTY DEED - FEE SIMPLE	NO
21	21.00	SOUTH WARD / 32A	REINHILDE STEEL CORPORATION	0/766	8/23/1939	302/68	WARRANTY DEED - FEE SIMPLE	NO
21.2	21.20	SOUTH WARD / 32A	MONONGALIA COUNTY DEVELOPMENT AUTHORITY	33/07	4/9/2021	1581/798	FEE SIMPLE - PURCHASED WITH 21 AND 25	NO
21.3	21.30	SOUTH WARD / 32A	MONONGALIA COUNTY DEVELOPMENT AUTHORITY	00473	12/1/2021	1286/266	FEE SIMPLE - PURCHASED WITH 21 AND 25	NO
22	22.00	SOUTH WARD / 32A	THOMAS E. AND SARAH C. POWELL	30/000	8/1/1945	368/192	WARRANTY DEED - FEE SIMPLE	NO
23	23.00	SOUTH WARD / 32A	JESSE E. AND LILLIAN A. TRODER	18/200	7/11/1945	366/72	WARRANTY DEED - FEE SIMPLE	NO
24	24.00	SOUTH WARD / 32A	E. H. AND ALMA JANE CASSIDY	19/250	10/1/1945	369/299	WARRANTY DEED - FEE SIMPLE	NO
25	25.00	SOUTH WARD / 32A	MONONGALIA COUNTY DEVELOPMENT AUTHORITY	2/000	4/9/2021	1581/798	FEE SIMPLE - PURCHASED WITH 21, 2 AND 25	NO
26	26.00	SOUTH WARD / 32A	MONONGALIA COUNTY DEVELOPMENT AUTHORITY	3/000	4/9/2021	1581/798	FEE SIMPLE - PURCHASED WITH 21, 2 AND 25	NO
29.1	29.10	MORGAN / 7	CHARLE M. HUFFMAN	0/166	4/30/2021	106/603	FEE SIMPLE	NO
29.2	29.20	MORGAN / 7	GARY DEWITT LAZZELLE	0/333	12/1/2021	1289/813	FEE SIMPLE - PURCHASED WITH 29.4 AND 29.5	NO
29.3	29.30	MORGAN / 7	GARY DEWITT LAZZELLE	0/230	12/1/2021	1751/160	FEE SIMPLE - PURCHASED WITH 29.3 AND 29.4	NO
29.4	29.40	MORGAN / 7	GARY DEWITT LAZZELLE	0/220	12/1/2021	1751/160	FEE SIMPLE - PURCHASED WITH 29.3 AND 29.4	NO
29.5	29.50	MORGAN / 7	GARY DEWITT LAZZELLE	0/230	12/1/2021	1751/160	FEE SIMPLE - PURCHASED WITH 29.3 AND 29.4	NO
30	30.00	MORGAN / 7	DAVID WOLFE AND REGGY WOLFE	1/923	12/10/2021	897/162	FEE SIMPLE	NO
43.10	43.10	UNION / 21	ALTON G. MYERS, JR. AND MARK MYERS	0/286	7/28/2021	1311/450	FEE SIMPLE	NO
44	44.00	UNION / 21	JOSEPH A. AND PHILLIS A. MARSHALL	0/623	1/6/1973	790/620	FEE SIMPLE	NO
45	45.00	UNION / 20	JOSEPH A. AND PHILLIS A. MARSHALL	1/660	1/6/1973	790/625	FEE SIMPLE	NO
53.10	53.10	UNION / 20	JOSEPH A. AND PHILLIS A. MARSHALL	1/377	1/11/1973	790/264	FEE SIMPLE	NO
				SUPPORTAL ACRES:	664.486			
				LAND RELEASED ACRES:	142.281			
				TOTAL ACRES:	807.216			

* OWNED BY MCOA FOR COMMERCE PARK

DATE PREPARED: 11/15/2023
APPROVED BY: [Signature]
BY: MICHAEL BAKER, JR., INC.
PROJECT NAME: MORGANTOWN MUNICIPAL AIRPORT
DATE OF REVISION: 11/15/2023
REVISION NUMBER: 1018
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DATE OF REVISION: 11/15/2023
REVISION NUMBER: 1018
PROJECT LOCATION: MORGANTOWN, WEST VIRGINIA
SCALE: 1" = 100'
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SCALE:</

RELEASED PROPERTY TABLE

TAX PARCEL NUMBER	DATE OF RELEASE	DATE RECORDED	ACREAGE	PURPOSE OF RELEASE
9.1, 13.1, 26.1	12/09/2016	N/A	9.13	ROR PROPERTIES
PORTION OF 12	11/1/16/2010	12/15/2010	46.53	WEST AR-WARNING READINESS CENTER
PORTIONS OF 20, 21, 22, 23, 24	09/14/2015	N/A	95.70	BUSINESS PARK DEVELOPMENT
PORTIONS OF 43.1 AND 45	10/29/2019	--	0.301	WOODH

LEASE	LESSEE	ACREAGE	DEED BOOK / PAGE	DATE RECORDED
1	THE BOARD OF GOVERNORS OF WEST VIRGINIA UNIVERSITY	9.154		6/19/1961
2	WHARF PLACE, LLC	0.28	08006-16	6/21/2006

PROPOSED ACQUISITION TABLE

REFERENCE PARCEL NUMBER	TAX PARCEL NUMBER	OWNER	ACREAGE	PURPOSE	CURRENT USE
E	29.00	LAURITA SR. FAULKNER, L.P.	14.64	AP	FOREST

PROPOSED EASEMENT ACQUISITION TABLE

REFERENCE PARCEL NUMBER	TAX PARCEL NUMBER	OWNER	ACREAGE	TYPE OF EASEMENT	CURRENT USE
J	53.00	FURMAN TRUST	16.623	AERIAL	HIGH DENSITY RESIDENTIAL
K	50.00	WONGSALA COUNTY BUILDING COMMISSION	1.02	AERIAL	HIGH DENSITY RESIDENTIAL
L	42.00	R. W. HURLEY	0.990	AERIAL	HIGH DENSITY RESIDENTIAL
M	41.40	SAMOA L.L.C	1.000	AERIAL	HIGH DENSITY RESIDENTIAL
N	41.00	COOPER BEACH TOWNHOMES COMMUNITIES	1.06	AERIAL	HIGH DENSITY RESIDENTIAL
O	51.00	FURMAN TRUST	0.160	AERIAL	HIGH DENSITY RESIDENTIAL
P	52.00	FURMAN TRUST	1.900	AERIAL	HIGH DENSITY RESIDENTIAL
Q	50.10	A. S. LEWIS	5.10	AERIAL	HIGH DENSITY RESIDENTIAL
R	43.00	FURMAN TRUST	10.000	AERIAL	HIGH DENSITY RESIDENTIAL
S	41.70	R. W. HURLEY	8.87	AERIAL	HIGH DENSITY RESIDENTIAL
T	SEE UNION DISTRICT 10, MAP ZOR	MULTIPLE PARCELS	7.74	AERIAL	HIGH DENSITY RESIDENTIAL
U	49.20	A. E. LEWIS	1.03	AERIAL	HIGH DENSITY RESIDENTIAL
V	13.00	ROR PROPERTIES LLC	3.640	AERIAL	COMMERCIAL
W	63.00	ROR PROPERTIES LLC	0.14	AERIAL	COMMERCIAL
X	14.00	ROR PROPERTIES LLC	0.07	AERIAL	COMMERCIAL
Y	14.10	CWC COMPANY LLC	0.58	AERIAL	COMMERCIAL

DATE	BY	REVISIONS	DATE RECORDED	APPROVED BY
10/23/23	JLP	PROPERTY UPDATE AND LAND REDESC. SHEET 14A ADDED		

Michael Baker International
 MICHAEL BAKER ENGINEERING INC.
 ASBESTE BUSINESS PARK
 8120 GREENWOOD



Morgantown Municipal Airport
 Morgantown, West Virginia

MASTER PLAN UPDATE
 PARCEL DATA TABLES

Streams and Wetlands Mitigation

WETLAND IMPACTS (\$55,000 PER CREDIT)

ID NUMBER	Impacts SF	Impacts AC	Credits Req.	Cost	Notes	Impacted	Exhibit Ref
W-01	0	0				N	Exhibit 2C
W-02	0	0				N	Exhibit 2C
W-03	0	0				N	Exhibit 2C
W-04	0	0				N	Exhibit 2C
W-05	4062.5	0.093				N	Exhibit 2C
W-06	0	0				N	Exhibit 2C
W-07	447	0.01	0.01		Purchased in Phase 2	Y	Exhibit 2B
W-08	1271.8	0.03	0.03		Purchased in Phase 2	Y	Exhibit 2B
W-09	561.9	0.01	0.01		Purchased in Phase 2	Y	Exhibit 2D
W-SQS-01	3671.2	0.08	0.08		Purchased in Phase 2	Y	Exhibit 2A
W-SQS-04	19765.8	0.47	0.47	\$ 25,850.00		Y	Exhibit 2D & Exhibit 2J
W-10	0	0				N	Exhibit 2D
W-11	456.9	0.01				N	Exhibit 2J
W L2 02	0	0				N	Exhibit 2F
LDG W-07	365.6	0.01	0.01	\$ 550.00		Y	Exhibit 2H
LDG W-02	0	0.008	0.008	\$ 440.00		Y	Exhibit 2H
LDG W-01	1706.2	0.004	0.004	\$ 220.00		Y	Exhibit 2H
LDG W-08	0	0					Exhibit 2H
LDG W-04	9553.7	0.22	0.22	\$ 12,100.00		Y	Exhibit 2H
LDG W-03	23717.2	0.54	0.54	\$ 29,700.00		Y	Exhibit 2H
LDG W-11	237.5	0.005	0.005	\$ 275.00		Y	Exhibit 2H
LDG W-06	2347.3	0.05	0.05	\$ 2,750.00		Y	Exhibit 2I
LDG W-05	360.1	0.008	0.008	\$ 440.00		Y	Exhibit 2I
LDG W-09	1570.7	0.04	0.04	\$ 2,200.00		Y	Exhibit 2H

STREAM IMPACTS (\$750 PER CREDIT)

ID NUMBER	Impacts LF	Credits Req.	Cost	Phase	Impacted	Exhibit Ref
S-01	1381	849.315	\$ 636,986.25		Y	Exhibit 2C, 2D, & 2J
S-01A	0				N	Exhibit 2 Overall
S-02	0				N	Exhibit 2C
S-03	0				N	Exhibit 2C
S-04	18				N	Exhibit 2 Overall
Wolfe Run	330	224.4		No longer impacted with retaining wall added to design	N	Exhibit 2J
S-SQS-01	935	314.2639		Purchased in Phase 2	Y	Exhibit 2A & Exhibit 2E
S-12	28	16.5122	\$ 12,384.15		Y	Exhibit 2J
S-13	138.7				N	Exhibit 2J
S-14	58.5				N	Exhibit 2J
S-15	0				N	Exhibit 2J
S L2 03A	0				N	Exhibit 2F
S L2 05	0				N	Exhibit 2G
S L2 06	194.1				N	Exhibit 2G
S L2 07	0				N	Exhibit 2G
S L2 08	0				N	Exhibit 2G & Exhibit 2H
S L2 09	0				N	Exhibit 2G
S L2 10	0				N	Exhibit 2G
S L2 11	0				N	Exhibit 2G & Exhibit 2H
S L2 12	0				N	Exhibit 2G & Exhibit 2H
LDG S-01	744	362.4933	\$ 271,869.98		Y	Exhibit 2H

AMD IMPACTS (\$800 PER CREDIT, PAID FOR WITH STREAM CREDITS)

Credits Req.	Cost	Phase
1095.5067	\$ 821,630.03	Y

Total Cost \$ 1,817,395.40



5550 Newbury Street, Suite B
Baltimore, MD 21209
P: 443.921.9441
F: 410.235.1503

July 13, 2023

Via E-mail

Ms. Crystal Roemer
Michael Baker International
100 Airside Drive, Airside Business Park
Moon Township, PA 15108
crystal.roemer@mbakerintl.com

Re: Stream and Wetland Mitigation Credit Availability for the Morgantown Municipal Airport Project

Dear Crystal,

This letter shall serve to provide documentation that EIP has the following credits in inventory at our Brushy Fork and Crow Run Mitigation banks (the sponsor for which is EIP III Credit Co., LLC).

Brushy Fork

8,725.69 stream credits
3.1544 wetland credits.

Crow Run

1,524.126 stream credits.

Our price for stream credits is \$800 per credit and the price for wetland credits is \$60,000 per credit. Please note that this letter of credit availability does not in any way constitute a credit reservation, and that while these credits are available in inventory as of the date of this letter, this letter does not constitute a guarantee that they will be available at the time of permit issuance. In order to secure this guarantee for reserved credits, the permittee must make contractual arrangements with EIP III Credit Co., LLC.

If there are any questions regarding this letter of credit availability, please contact Tim Smith at 612.391.4623 or via email at tim@ecosystempartners.com. Thank you very much.

Sincerely,

Joseph Williams

Assistant Director of Markets, EIP III Credit Co., LLC
joe@ecosystempartners.com



1371/2 East Main Street, Suite 210
Oak Hill, WV 25901

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

July 14, 2023

Michael Baker International
100 Airside Drive, Airside Business Park
Moon Township, PA 15108

RE: Letter of Reservation

This Letter of Reservation (LOR) confirms that EBX-EM LLC (Bank Sponsor), a wholly owned subsidiary of Resource Environmental Solutions, LLC (RES) has reserved 3,225 stream mitigation credits (Reserved Credits) from the Seven Pines Mitigation Bank Site (Bank), located in Marion County, West Virginia and within the Monongahela Watershed (HUC - 05020003). The Reserved Credits are being held for Michael Baker International (Applicant), for impacts located within Monongahela Watershed (HUC - 05020003). The Bank is approved to sell credits within the Monongahela watershed via its primary Geographic Service Area in accordance with the approved Seven Pines Mitigation Bank – Final Mitigation Site Plan (LRP-2017-547).

The Bank Sponsor hereby agrees to hold the Reserved Credits for the Applicant for a period of 120 days from the date of this LOR. If a mitigation supply contract has not been executed on or before January 14, 2023, then this reservation shall automatically terminate. With the termination of this reservation, the Bank Sponsor shall have no further obligations to Applicant pursuant to this reservation, Applicant shall have no right to the Reserved Credits, and Bank Sponsor shall be free to sell the Reserved Credits to one or more third parties.

Please contact me at 412.995.2005 or jbrowner@res.us with any questions regarding this letter.

Thank you,

A handwritten signature in blue ink, appearing to read "John Browner", with a long horizontal flourish extending to the right.

John Browner
Client Solutions Manager

RES | res.us
M: 412.995.2005

Restoring a resilient earth for a modern world



1371/2 East Main Street, Suite 210
Oak Hill, WV 25901

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

July 14, 2023

Michael Baker International
100 Airside Drive, Airside Business Park
Moon Township, PA 15108

RE: RES Mitigation Bank Credit Price Proposal

Hello, please find a proposal for stream and wetland mitigation credit pricing from the following EBX-EM (Bank Sponsor) West Virginia Mitigation Banks. For consideration to compensate for impacts associated with the Michael Baker International (Applicant) Morgantown Airport - Runway Expansion Project located in the Monongahela Watershed (HUC – 05020003).

Mitigation Bank	Mitigation Credits		Price Per Credit	
	Stream Credits	Wetland Credits	Stream Credit	Wetland Credit
Seven Pines	3,225.000	---	\$750.00	
Horseshoe Hills	---	0.078		\$55,000.00
Tygart River	---	1.447		\$55,000.00
Total	3,225.000	1.525	\$2,502,625.00	

The Bank Sponsor hereby agrees to hold the proposed mitigation credit price for the Applicant for a period of 120 days from the date of this proposal. If a mitigation supply contract has not been executed on or before January 14, 2023, then this proposal shall automatically terminate. With the termination of this proposal, the Bank Sponsor shall have no further obligations to Applicant pursuant to this proposal.

Please contact me at 412.995.2005 or jbrawner@res.us with any questions regarding this letter.

Thank you,

John Brawner
Client Solutions Manager

RES | res.us
M: 412.995.2005

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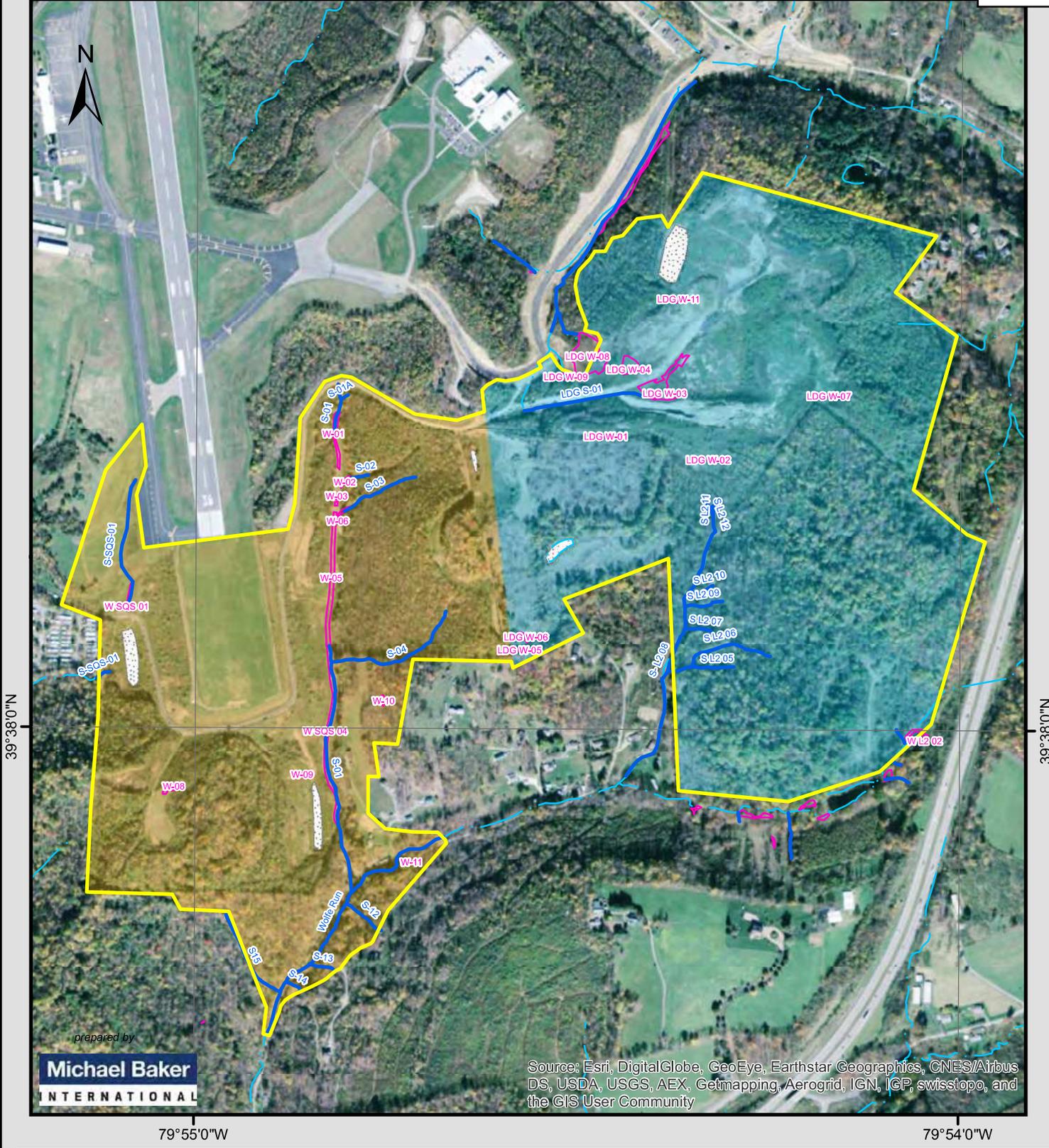


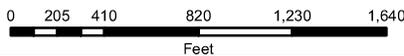
EXHIBIT 2: OVERALL AQUATICS MAP

Legend

- Study Area
- Surveyed Streams
- Surveyed Wetlands
- WV SAMB Streams
- Stormwater Pond
- I-68 Commerce Park Project Area
- Morgantown Airport Study Area

Morgantown Municipal Airport Runway Extension Project

Monongalia County
39.636680, -79.909896



prepared for



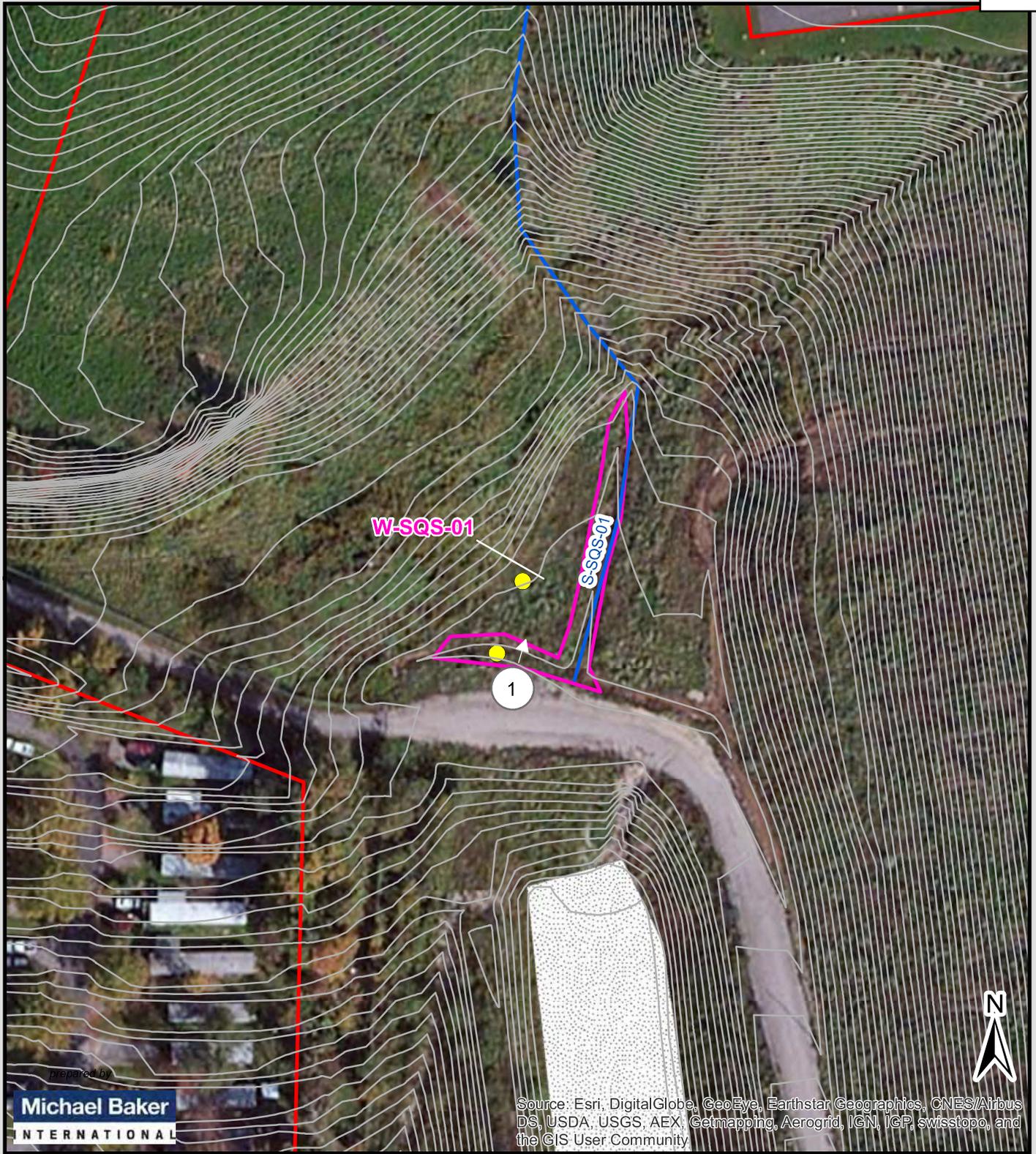


EXHIBIT 2A: AQUATICS MAP DETAIL

- Legend**
- Study Area
 - Data Points
 - Surveyed Streams
 - Surveyed Wetlands
 - Photo Location
 - Stormwater Pond

Morgantown Municipal Airport Runway Extension Project

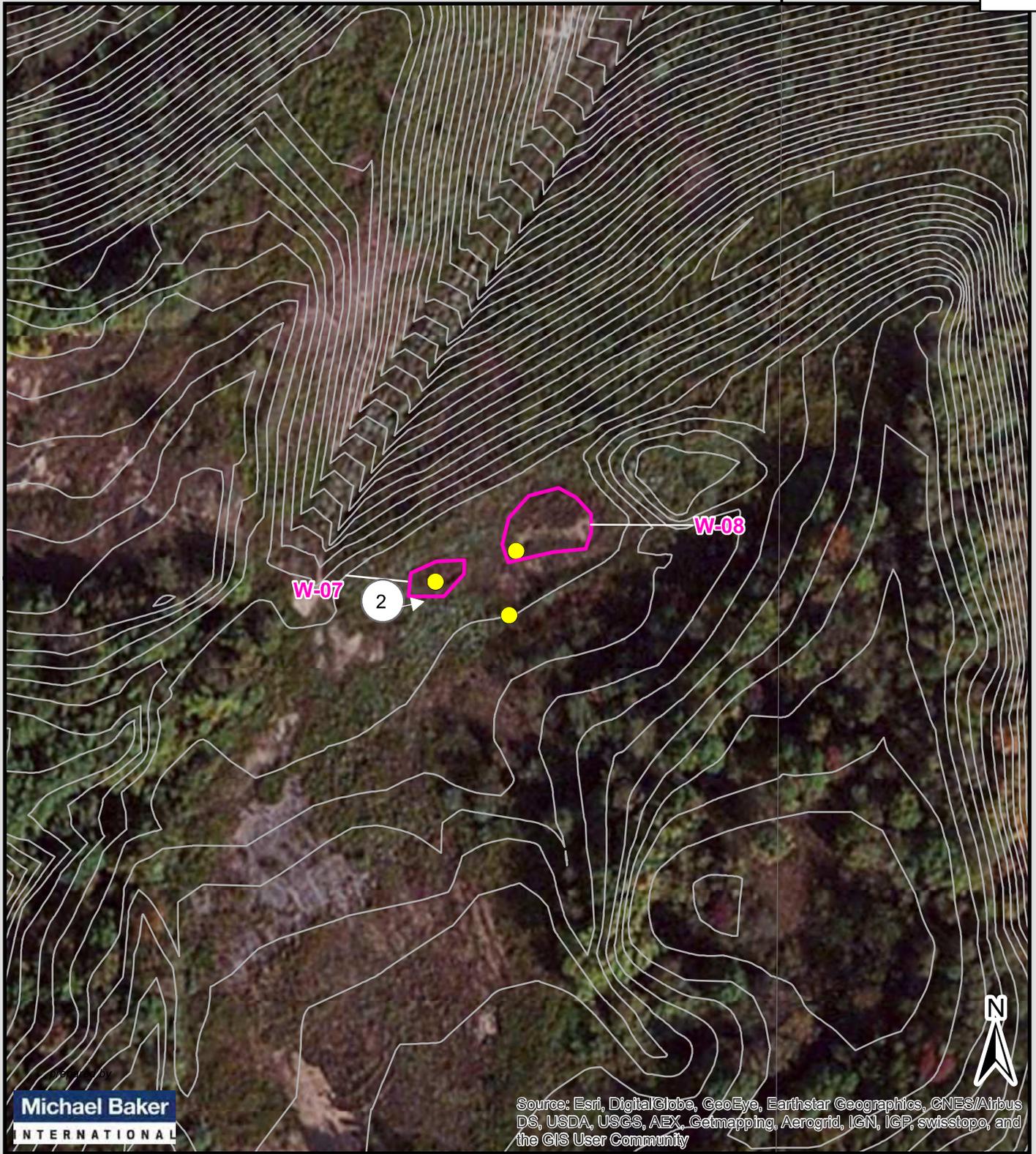
Monongalia County
39.636680, -79.909896

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Feet

prepared for





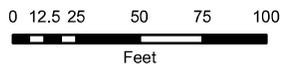
Michael Baker INTERNATIONAL

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

EXHIBIT 2B: AQUATICS MAP DETAIL

Legend

-  Study Area
-  Surveyed Wetlands
-  Data Points
-  Photo Location

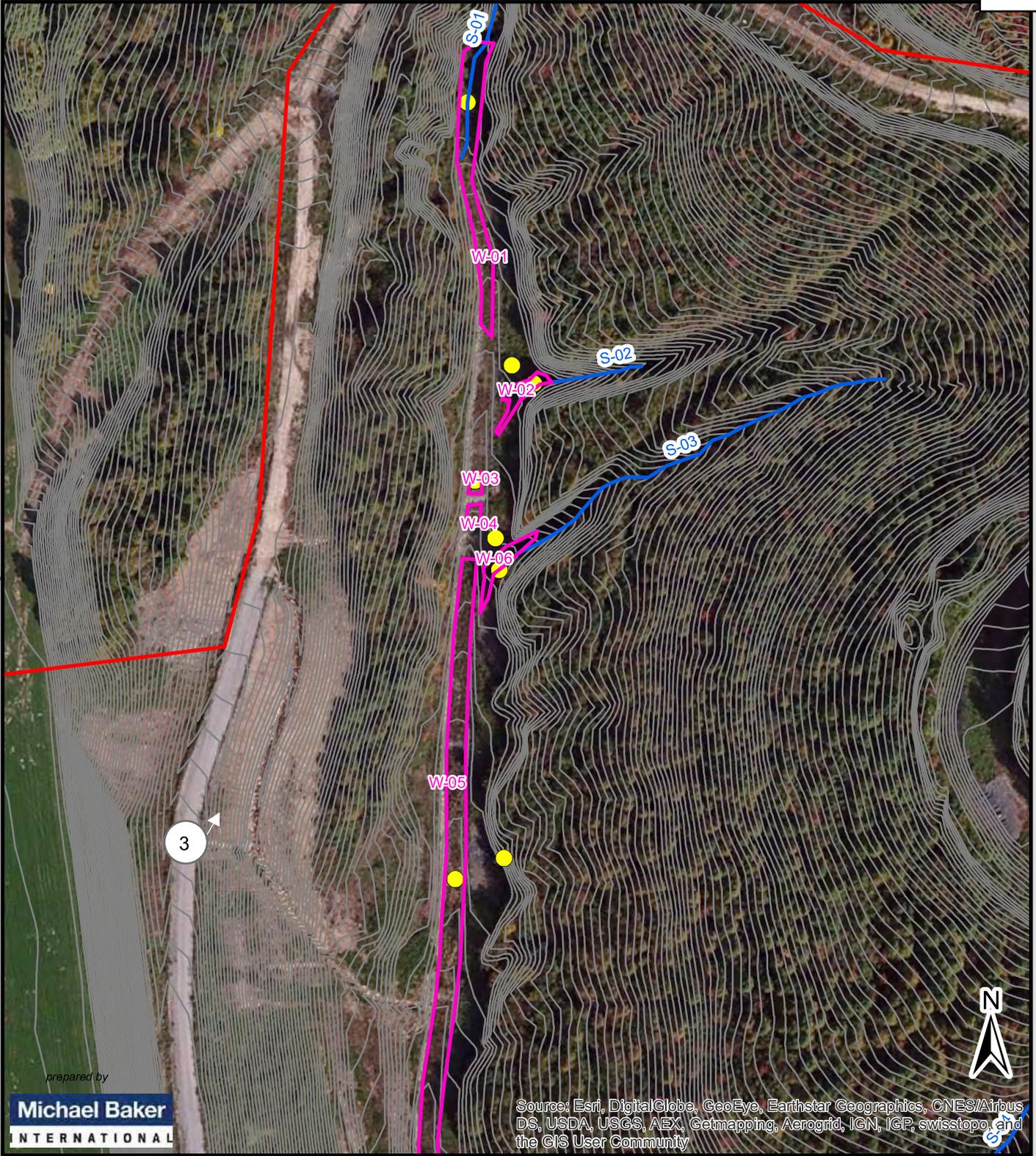


Morgantown Municipal Airport Runway Extension Project

Monongalia County
39.636680, -79.909896

prepared for





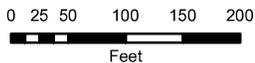
prepared by
Michael Baker
 INTERNATIONAL

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

EXHIBIT 2C: AQUATICS MAP DETAIL

Legend

- Study Area
- Surveyed Wetlands
- Surveyed Streams
- Data Points
- Photo Location



Morgantown Municipal Airport Runway Extension Project

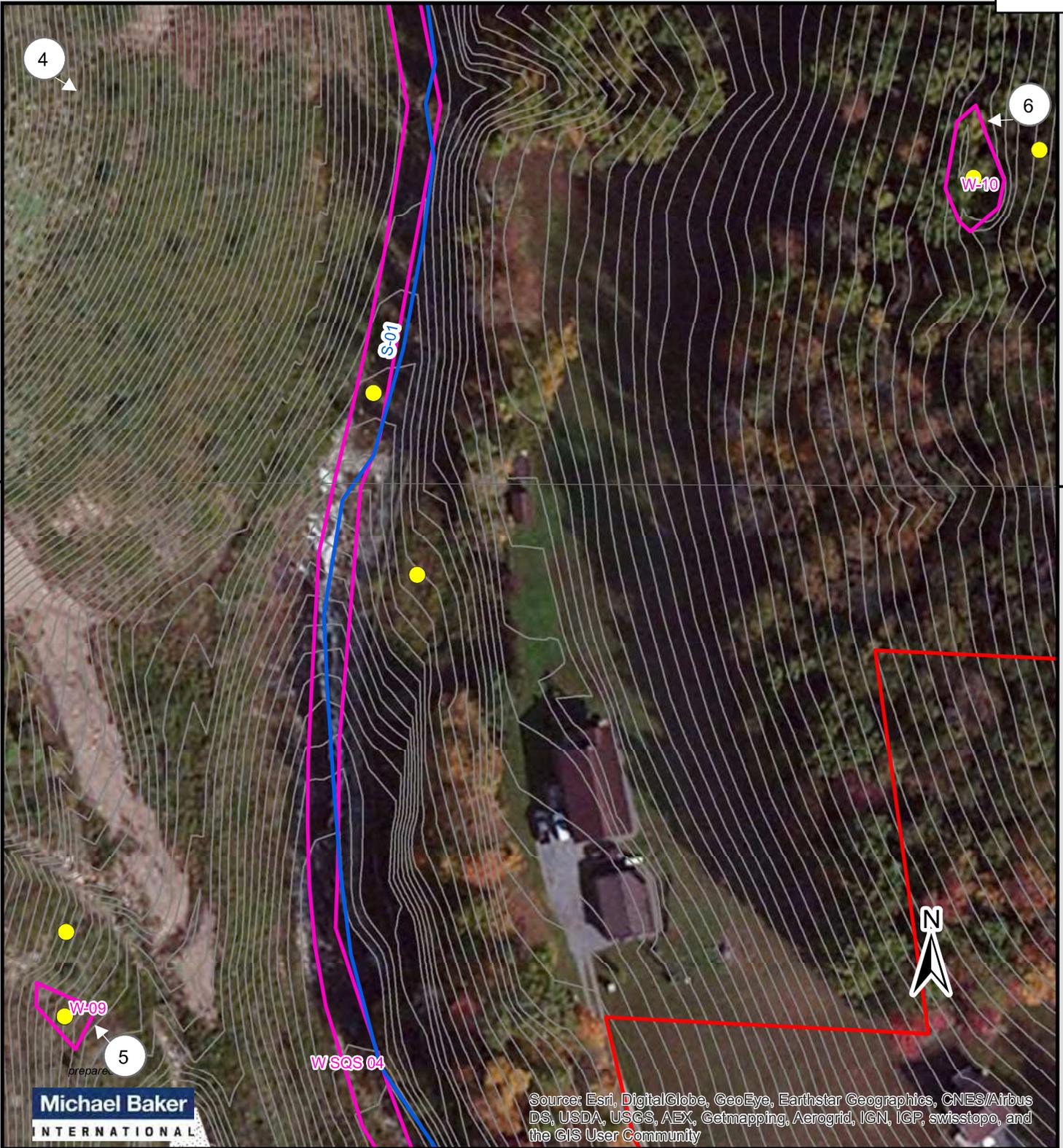
Monongalia County
 39.636680, -79.909896

prepared for



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39°38'0"N



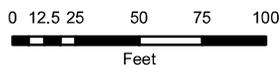
Michael Baker INTERNATIONAL

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EXHIBIT 2D: AQUATICS MAP DETAIL

Legend

- Study Area
- Surveyed Streams
- Surveyed Wetlands
- Data Points
- Stormwater Pond
- Photo Location

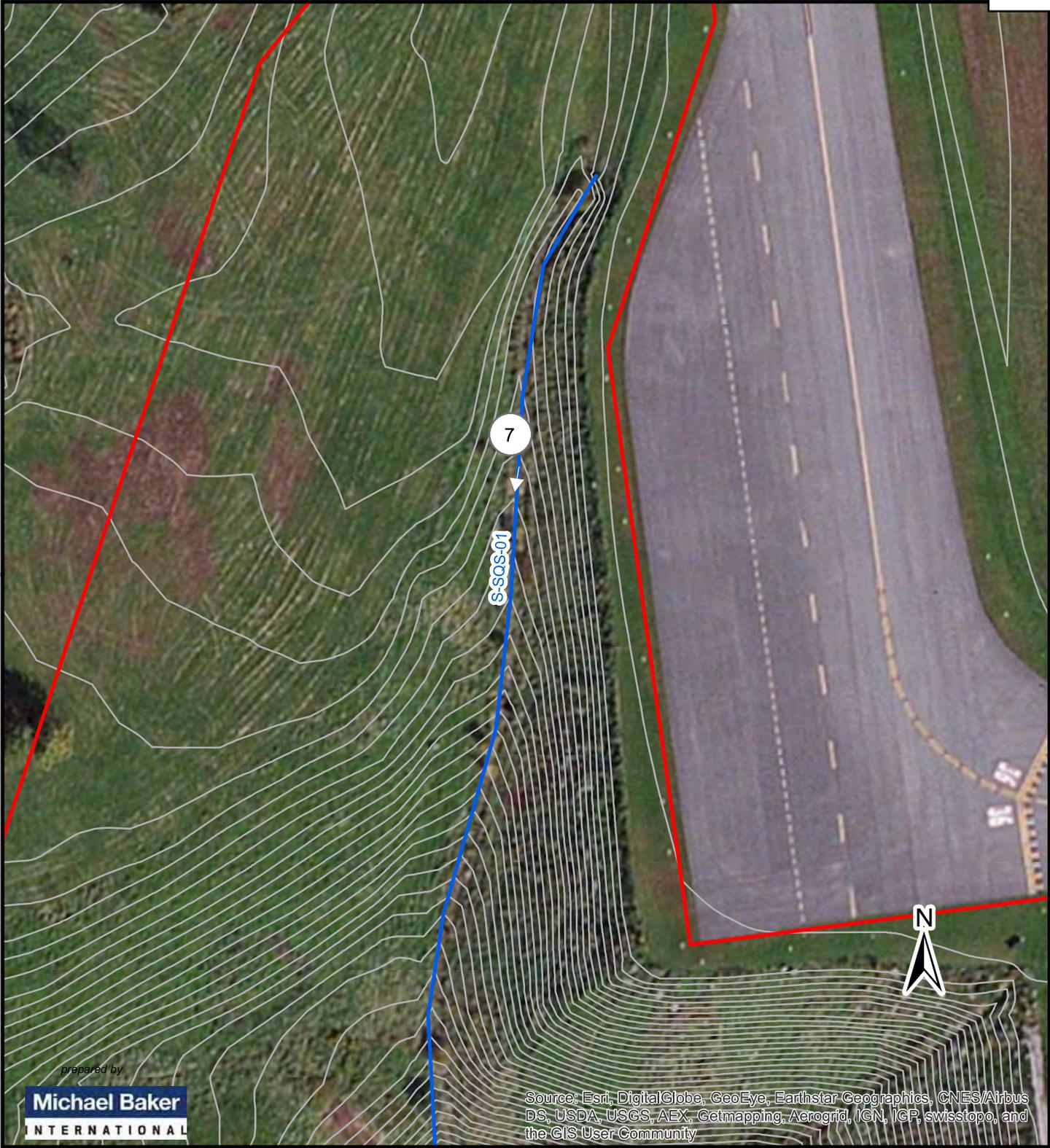


Morgantown Municipal Airport Runway Extension Project

Monongalia County
39.636680, -79.909896

prepared for





prepared by

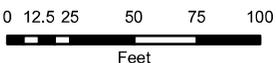


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EXHIBIT 2E: AQUATICS MAP DETAIL

Legend

- Study Area
- Surveyed Streams
- Surveyed Wetlands
- Data Points
- Photo Location



Morgantown Municipal Airport Runway Extension Project

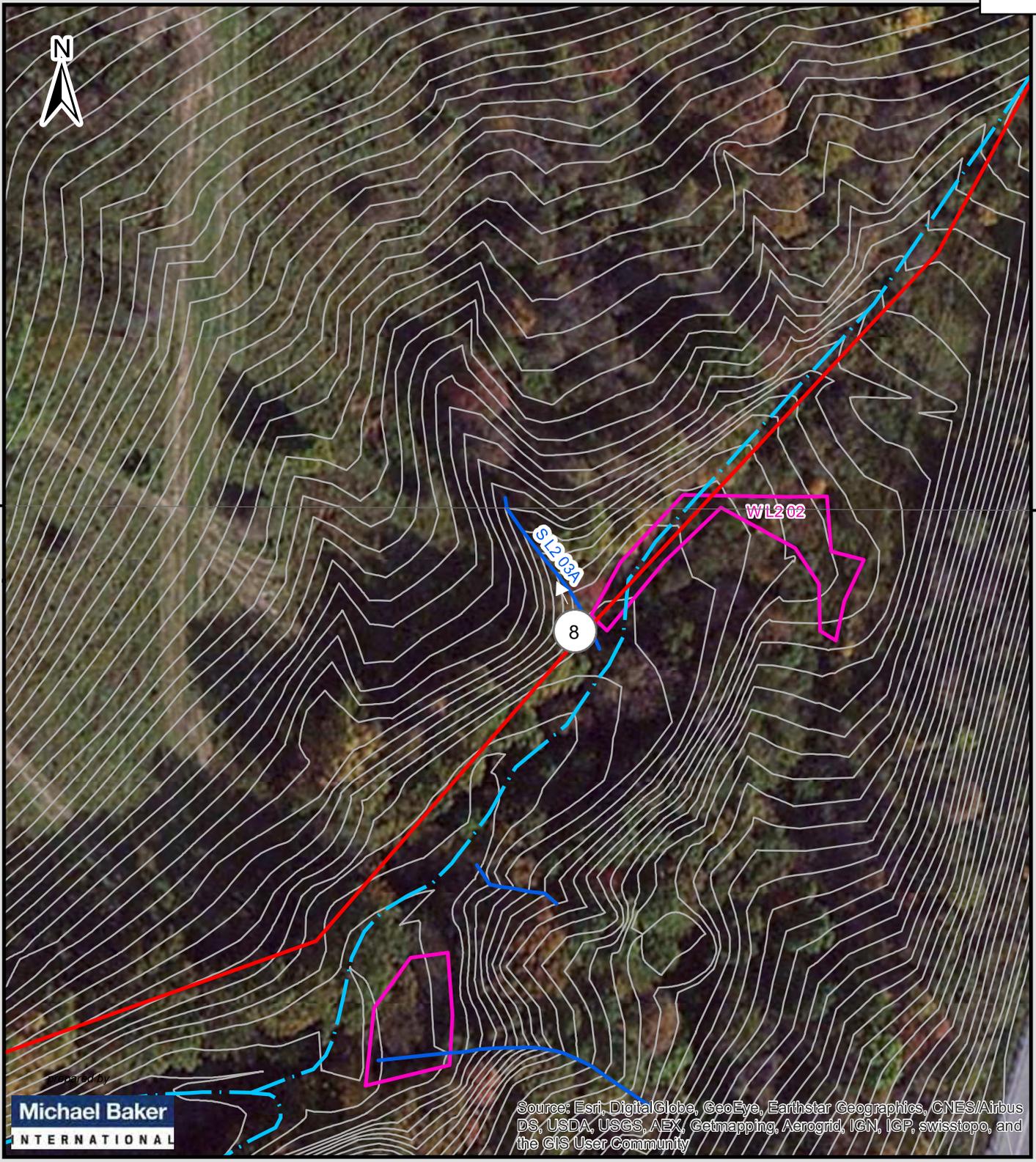
Monongalia County
39.636680, -79.909896

prepared for



39°38'0"N

39°38'0"N

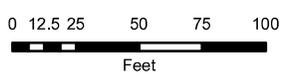


Prepared by
Michael Baker
INTERNATIONAL

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

EXHIBIT 2F: AQUATICS MAP DETAIL

- Legend**
- Study Area
 - Surveyed Streams
 - - - WV SAMB Streams
 - ▭ Surveyed Wetlands
 - Photo Location



Morgantown Municipal Airport Runway Extension Project

Monongalia County
39.636680, -79.909896



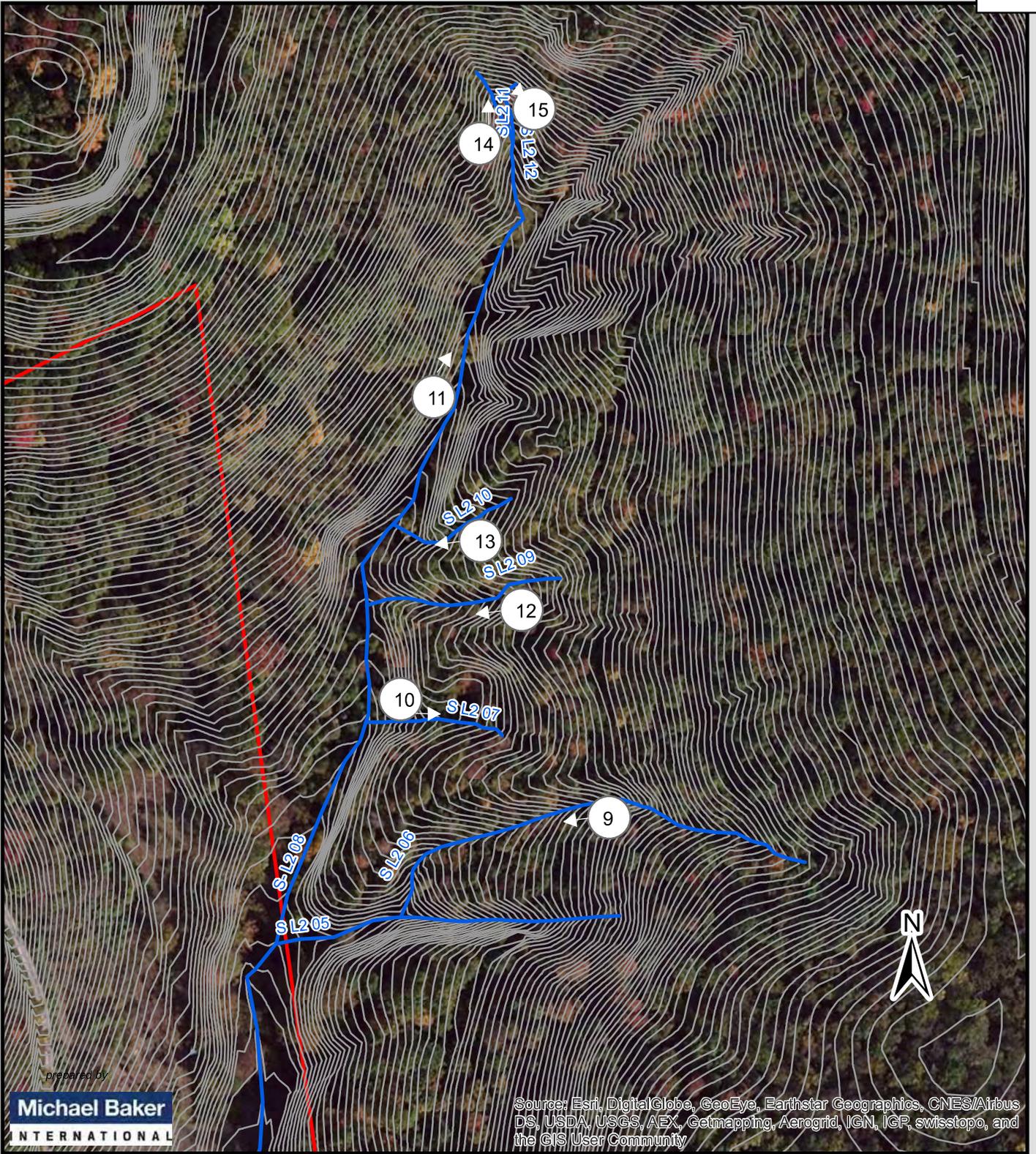


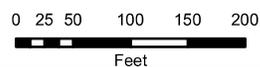
EXHIBIT 2G: AQUATICS MAP DETAIL

Legend

- Study Area
- Photo Location
- Surveyed Streams

Morgantown Municipal Airport Runway Extension Project

Monongalia County
39.636680, -79.909896



prepared for



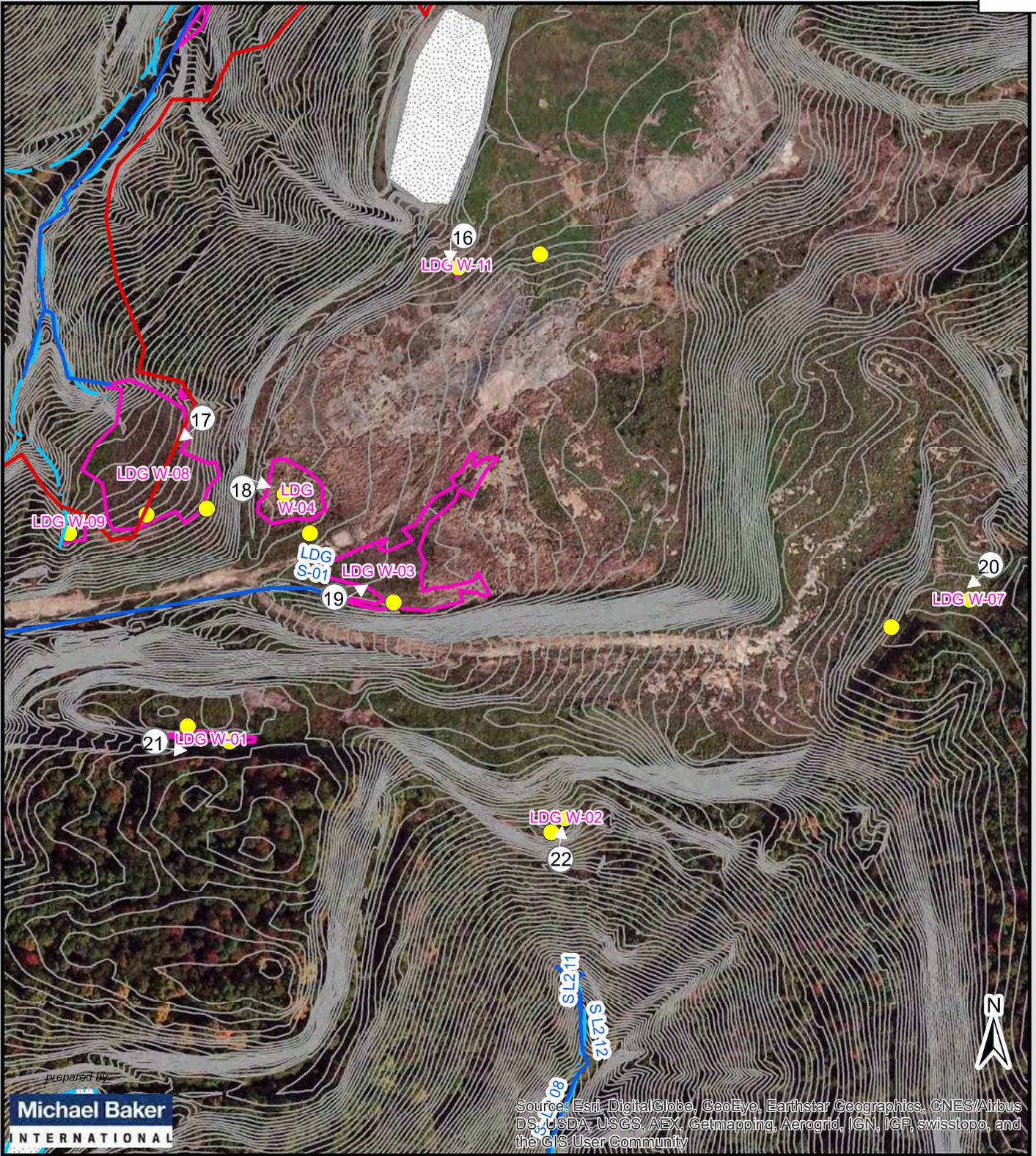
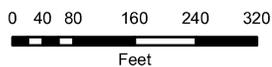


EXHIBIT 2H: AQUATICS MAP DETAIL

- Legend**
- Study Area
 - Surveyed Streams
 - WW SAMB Streams
 - Data Points
 - Surveyed Wetlands
 - Stormwater Pond
 - Photo Location

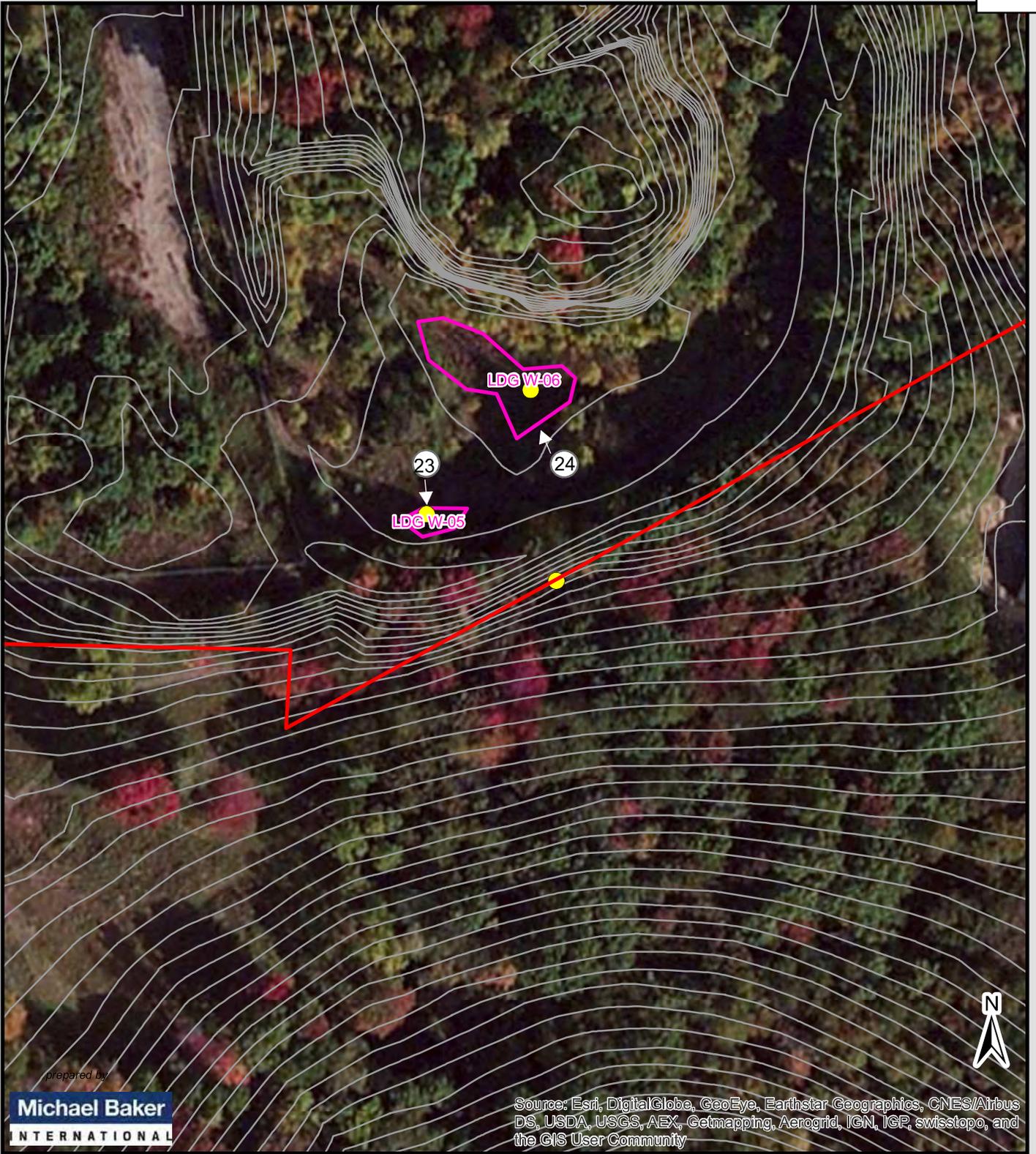


Morgantown Municipal Airport Runway Extension Project

Monongalia County
39.636680, -79.909896

prepared for





prepared by

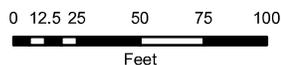
Michael Baker
INTERNATIONAL

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

EXHIBIT 2I: AQUATICS MAP DETAIL

Legend

-  Study Area
-  Data Points
-  Surveyed Wetlands
-  Photo Location



Morgantown Municipal Airport Runway Extension Project

Monongalia County
39.636680, -79.909896

prepared for



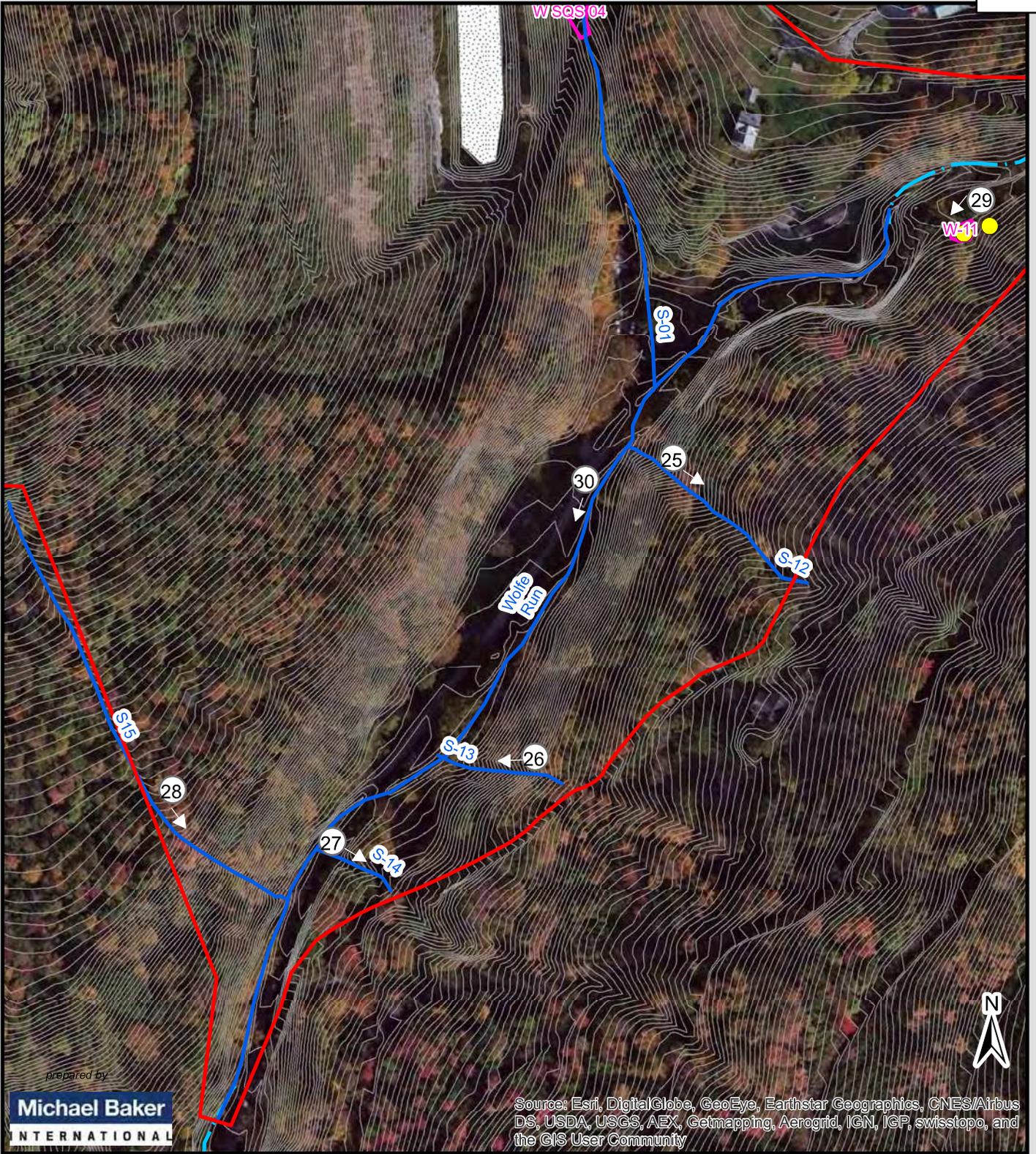
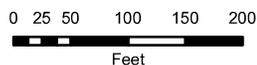


EXHIBIT 2J: AQUATICS MAP DETAIL

Legend

- Study Area
- Surveyed Streams
- WV SAMB Streams
- Data Points
- Surveyed Wetlands
- Stormwater Pond
- Photo Location



Morgantown Municipal Airport Runway Extension Project

Monongalia County
39.636680, -79.909896

prepared for



Fee Breakdown

MGW Runway 18-36 Extension Environmental Remediation Fees		
Phase	Item	Cost
Prel Exp	Wetland/Stream Mitigation (*estimated costs)	\$ 1,942,892
TOTAL PROJECT COSTS		\$1,942,892
FAA (90%)		\$1,748,603

MGW Runway 18-36 Extension Environmental Remediation Fees		
Phase/Inv #	Item	Cost
Prel Exp	Prel Exp	\$1,940,362
	AMD Mitigation	\$876,405
	Stream Mitigation	\$982,656
	Wetland Mitigation	\$81,300
TOTAL PROJECT COSTS		\$1,940,362
FAA (90%)		\$1,746,326

Sponsor Certifications



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Morgantown

Airport: Morgantown Municipal Airport

Project Number:

Description of Work: Extend RW 18-36 - Wolfe Prop Acq.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Morgantown Municipal Airport
Address: 100 Hart Field Road, Morgantown, WV 26505

Location 2 (if applicable)

Name of Location:
Address:

Location 3 (if applicable)

Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

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

Executed on this 26th day of June, 2023

Name of Sponsor: City of Morgantown

Name of Sponsor's Authorized Official: A. Kim Haws

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: 

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.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-133, Real Property Acquisition – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: City of Morgantown

Airport: Morgantown Municipal Airport

Project Number:

Description of Work: Extend RW 18-36 - Wolfe Prop Acq.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
 Yes No N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
 Yes No N/A

3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement. Yes No N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
- Yes No N/A
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- Yes No N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:
- a. The right of flight;
 - b. The right of ingress and egress to remove obstructions; and
 - c. The right to restrict the establishment of future obstructions.
- Yes No N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
 - b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.
- Yes No N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- Yes No N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- Yes No N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement; and
 - b. Supporting documents for settlements included in the project files.
- Yes No N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:

- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
- b. Supporting documents for awards included in the project files.

Yes No N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

Yes No N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

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

Executed on this 26th day of June, 2023.

Name of Sponsor: City of Morgantown

Name of Sponsor's Authorized Official: A. Kim Haws

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Designated Official Representative:



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.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Morgantown

Airport: Morgantown Municipal Airport

Project Number:

Description of Work: Extend RW 18-36 - Wolfe Prop Acq.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
 Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
 Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
 Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
 Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
 Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
 Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
 Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
 Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation 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.

Executed on this 26th day of June, 2023.

Name of Sponsor: City of Morgantown

Name of Sponsor's Authorized Official: A. Kim Haws

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: 

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.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Morgantown

Airport: Morgantown Municipal Airport

Project Number:

Description of Work: Extend RW 18-36 - Wolfe Prop Acq.

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

- 2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

- 3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

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.

Executed on this 26th day of June, 2023

Name of Sponsor: City of Morgantown

Name of Sponsor's Authorized Official: A. Kim Haws

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official:



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.

Resolution No. 2023-__

RESOLUTION

The City Council of The City of Morgantown hereby resolves that the City Manager is authorized to accept, and to perform or ensure the performance of the rights and obligations of, the Grant Offer and Grant Agreement for Airport Improvement Program (AIP) Project No. 3-54-0015-051-2023 at Morgantown Municipal Airport/Walter L. Bill Hart Field, which generally provides for the funding related to the extension of Runway 18/36 and provides funding in the amount of \$146,688.00., more or less, for property acquisition related to development of the runway extension project, and that the City Manager and designated representatives of the City of Morgantown are authorized to execute and deliver any documents necessary or helpful to accomplishing the purposes of such funding and/or grant.

Adopted this ____ day of August, 2023:

Mayor

City Clerk



U.S. Department of Transportation
Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 25, 2023
Airport/Planning Area	Morgantown Municipal/Walter L Bill Hart Field Airport
FY2023 AIP Grant Number	3-54-0015-051-2023
Unique Entity Identifier	L6B4HJSNBR85

TO: **City of Morgantown**
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 26, 2023, for a grant of Federal funds for a project at or associated with the Morgantown Municipal/Walter L Bill Hart Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Morgantown Municipal/Walter L Bill Hart Field Airport (herein called the "Project") consisting of the following:

Extend Runway 18/36 - Land Acquisition (1 parcel)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project

3-54-0015-051-2023

Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$146,688.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 \$ 0 for planning;
 \$ 0 airport development or noise program implementation; and,
 \$ 146,688 for land acquisition.

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

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 31, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share

or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, 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.

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

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

19. **Audits for Sponsors.**

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

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. **Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

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

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

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- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 2023, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
- 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **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.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **Update Approved Exhibit "A" Property Map for Land in Project.** The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit

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it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.

29. **Land Acquisition.** The Sponsor agrees that no payments will be made on the Grant until the Sponsor has presented evidence to the FAA that it has recorded the Grant Agreement, including the Grant Assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the Grant Agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.
30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

ACKNOWLEDGEMENT
 STATE OF West Virginia
 COUNTY OF Fayette
 On July 25, 2023, before me, a Notary Public, personally appeared Matthew DiGiuliano, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Matthew DiGiuliano executed the foregoing instrument in their authorized capacity by their signature on the instrument.

Lora J. Clemens
Signature of Notary

Matthew DiGiuliano
(Signature)

Matthew DiGiuliano
(Typed Name)

Manager, Beckley AFO
(Title of FAA Official)



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

Part II - Acceptance

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

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

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

Dated 3/12/2023

City of Morgantown

(Name of Sponsor)

[Signature]
(Signature of Sponsor's Authorized Official)

By:

[Name]
(Typed Name of Sponsor's Authorized Official)

Title:

[Title]
(Title of Sponsor's Authorized Official)

ACKNOWLEDGEMENT
STATE OF _____
COUNTY OF _____
On _____, before me, a Notary Public, personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.
_____ <i>Signature of Notary</i>

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

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

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

Dated _____

ACKNOWLEDGEMENT
STATE OF _____
COUNTY OF _____
On _____, before me, a Notary Public, personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.
_____ Signature of Notary

By: _____
(Signature of Sponsor's Attorney)

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

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

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

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

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

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

FOOTNOTES TO ASSURANCE (C)(1)

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

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

- document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
 - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
 - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

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

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

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

26. Reports and Inspections.

It will:

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

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

30. Civil Rights.

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

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The **(City of Morgantown)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
 - f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of June 26, 2023.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

38. Hangar Construction.

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

39. Competitive Access.

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

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation * Other (Specify) <input type="checkbox"/> Revision
*3. Date Received:	4. Applicant Identifier:
5a. Federal Entity Identifier:	*5b. Federal Award Identifier: 3-54-0015-051-2023
State Use Only:	
6. Date Received by State :	7. State Application Identifier:
8. APPLICANT INFORMATION:	
*a. Legal Name: City of Morgantown	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 55-6000215	*c. UEI: L6B4HJSNBR85
d. Address:	
*Street 1:	430 Spruce Street
Street 2:	
*City:	Morgantown
County/Parish:	Monongalia
*State: Province:	WV
*Country:	USA
*Zip / Postal Code	26505
e. Organizational Unit:	
Department Name: City of Morgantown	Division Name: Morgantown Municipal Airport
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Mr.	*First Name: A. Kim
Middle Name:	
*Last Name:	Haws
Suffix:	
Title: City Manager	
Organizational Affiliation: City of Morgantown	
*Telephone Number: 304-225-4213	Fax Number: (304) 284-7430
*Email: khaws@morgantownwv.gov	

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

N/A

*Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

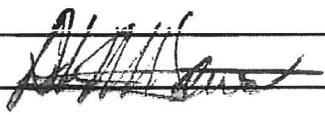
14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Morgantown, Monongalia County, WV

***15. Descriptive Title of Applicant's Project:**

Extend RW 18-36, Property Acquisition Phase 3. Purchase of Wolfe Property.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: WV-02	*b. Program/Project: WV-02
Attach an additional list of Program/Project Congressional Districts if needed	
17. Proposed Project:	
*a. Start Date: 10/01/2023	*b. End Date: 06/30/2024
18. Estimated Funding (\$):	
*a. Federal	\$ 146,688
*b. Applicant	\$ 16,299
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 162,987
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
*20. Is the Applicant Delinquent On Any Federal Debt?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", explain:	
<p>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)</p> <input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mr.	*First Name: A. Kim
Middle Name:	
*Last Name: Haws	
Suffix:	
*Title: City Manager	
*Telephone Number: 304-225-4213	Fax Number: 304-284-7430
* Email: khaws@morgantownwv.gov	
*Signature of Authorized Representative: 	*Date Signed: 6/26/23

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414. <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B**Certification Regarding Lobbying**

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

Yes, the improvements are within the area designated for aviation land use.

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

N/A

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

N/A

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

Yes

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

Yes

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

Yes

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

A Public Outreach program has been on-going and continues for this program.

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

401/404 Permits have been approved.

PART II – SECTION C (Continued)

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

N/A

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

Exhibit A, approved on April 27, 2023, is on file at the Beckley Airports Field Office.

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

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

Yes

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

See attached Exhibit A.

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

PART III – BUDGET INFORMATION – CONSTRUCTION**SECTION A – GENERAL**

1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 16,837
2. Preliminary expense			
3. Land, structures, right-of-way			122,150
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			24,000
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 162,987
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			162,987
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 162,987
19. Federal Share requested of Line 18			146,688
20. Grantee share			16,299
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 162,987

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): Captial Budget and State Share	16,299
h. TOTAL - Grantee share	\$ 16,299
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 16,299

SECTION E – REMARKS (Attach sheets if additional space is required)
Exhibit A Airport Property Inventory Map on file with ADO.

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: MGW Runway 18-36 Extension
AIRPORT: Morgantown Municipal Airport (MGW)
<p>1. Objective:</p> <p>The City of Morgantown is proposing to extend Runway 18-36 by 1,001 feet to the south. This extension will provide an overall runway length of 6,200 feet. Property acquisition required. The runway extension is proposed to be constructed in multiple construction seasons/phases and will generally consist of: clearing/grubbing/E&S, SWM, environmental & bat habitat mitigation, demolitions of structures, reconstruction of airport access road, embankment construction (material from adjacent borrow site and potentially off-site), runway extension including associated airfield lighting and electrical infrastructure, relocation of existing navigational aids, and the A-GIS associated with the development of approaches.</p>
<p>2. Benefits Anticipated:</p> <p>The runway extension benefits were documented in the Length Justification Study. To summarize, the runway extension at MGW would help to prevent further aviation and economic losses and encourage future growth opportunities. The current length provides a significantly restrictive aviation resource for a broad range of users who want to be able to have the convenience of operating at MGW and creates challenges for encouraging economic growth for the region including the county and State.</p>
<p>3. Approach: (See approved Scope of Work in Final Application)</p> <p>Consultant scope of work not required for property acquisition.</p>
<p>4. Geographic Location:</p> <p>All work is located on the airport property or property with agreements in place. See attached project sketch.</p>
<p>5. If Applicable, Provide Additional Information:</p> <p>Property acquisition for program required. Construction has begun and is continuing. Construction Ph 1 construction is substantially completed; Phase 2 construction is substantially completed; Ph 3 has been bid and anticipated construction starting in 4Q23 and through 2024; Ph4 to be designed in 2024 with bidding in 2024.</p>
<p>6. Sponsor's Representative: (include address & telephone number)</p> <p>City of Morgantown, 389 Spruce Street, Morgantown, WV 26505 A. Kim Haws, 304-225-4213</p>

Michael Baker**I N T E R N A T I O N A L***We Make a Difference*

June 2, 2023

Mr. Kim Haws, City Manager
City of Morgantown
460 Spruce Street
Morgantown, WV 26505
Via email: kHaws@morgantownwv.gov

Subject: Morgantown Municipal Airport (MGW)
Runway 18-36 Extension, Construction Phase 3
Letter of Recommendation for Contract Award

Dear Mr. Haws:

Michael Baker International, Inc. (Michael Baker) has reviewed the bid documents for the subject project that were received on May 23, 2023. Five (5) bids were received for the project. The project was bid with a Base Bid and one Alternate; due to project budgets, it is recommended that only the Base Bid be awarded. Mountaineer Infrastructure, LLC was the apparent low bidder at \$2,474,397.00 for the Base Bid while the high bidder submitted a bid at \$2,693,385.00 for the Base Bid.

Mountaineer Infrastructure, LLC also submitted a 2.8% DBE participation goal which exceeds the project goal of 2.5% and provided an otherwise complete and responsive bid.

Therefore, we recommend a contract be awarded to Mountaineer Infrastructure, LLC in the amount of **\$2,474,397.00**. A copy of the bid tabulation has been attached for your reference.

If you have any questions, please contact me at 412-269-2949.

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.

Dawn M. Spence, P.E., C.M.
Project Manager

cc: Matthew DiGiulian, FAA; Stewart Lewis, FAA; Jonathan Vrabel, MGW

Attachment

MBAKERINTL.COM

100 Airside Drive | Moon Township, PA 15108

Office: 412.269.6300 | Fax: 412.375-3990

Morgantown Municipal Airport
RW 18-36 Extension Construction Phase 3
Bid Opening 05/23/2023

Item 11F.

Rank	Name	Base Bid	Alt 1	Total
	Engineer's Estimate	\$2,999,892.00	\$8,119,590.00	\$11,119,482.00
1	Mountaineer Infrastructure	\$2,474,397.00	\$8,176,945.00	\$10,651,342.00
2	Cast and Baker	\$2,641,043.00	\$9,095,492.00	\$11,736,535.00
3	Kanawha Stone	\$2,650,281.00	\$9,106,810.00	\$11,757,091.00
4	Ampeco	\$2,677,635.00	\$9,193,329.00	\$11,870,964.00
5	Wolfe's Excavating	\$2,693,385.60	\$9,636,207.62	\$12,329,593.22



Stantec Consulting Services Inc.
320 Southview Drive, Suite 102
Bridgeport WV 26330-4679

August 14, 2023

Project/File: 2026252007

Damien Davis
389 Spruce Street
Morgantown, WV 26505

Dear Damien Davis,

Reference: First Street Relocation Bid

As you are aware, the bids for the referenced project were opened and read aloud 430 Spruce Street, Morgantown, WV 26505 Conference Room on August 10, 2023.

Stantec recommends the awarding of the bid as follows:

Bid Call	Contractor	Awarded
2024-01 (First Street Relocation)	Parrotta Paving Co. Inc.	\$1,179,076.00

Please contact our office with any questions or comments. We look forward to the completion of a successful project.

Regards,

STANTEC CONSULTING SERVICES INC.

Chris Hannah P.E.
Project Manager
Phone: (304) 816-5182
Mobile: (681) 209-0709
chris.hannah@stantec.com

Attachment: Click or tap here to enter text.