AGENDA
YAKIMA CITY COUNCIL
August 19, 2025
City Hall - Council Chambers - 129 N 2nd Street, Yakima, WA
City Council Regular Meeting

5:30 p.m. Regular Meeting | 6:00 p.m. Public Hearings --- This meeting will be conducted in person, live streamed at www.yakimawa.gov/council/agendas-and-minutes/ and telecast live on YPAC, Spectrum Cable Channel 194. You may also participate via Zoom: https://cityofyakima.zoom.us/j/97079598856 or call in by dialing 1 (253) 215-8782 | Webinar ID: 970 7959 8856 | Passcode: 093297

Individuals who wish to provide public comment remotely may submit a Public Comment Request Form online at: www.yakimawa.gov/council/public-comment no later than two hours prior to the start of the meeting. If you wish to provide public comment in-person, fill out a "Request for Appearance" form and hand it to the City Clerk before you address City Council.

---

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Interpreter Services**

4. **Public Comment**
   There will be 35 minutes allotted for public comment with two and a half (2 1/2) minutes per speaker in order to allow as much opportunity as possible for audience participation. Written communication and e-mail messages are strongly encouraged.
   State law prohibits electioneering at City facilities. During Public Comment, speakers cannot campaign for or against candidates or support or oppose any ballot measure in any upcoming election.

5. **Open Discussion for the Good of the Order**

   A. Overdose Awareness Day proclamation

6. **Council Reports**

   A. Lodging Tax Advisory Committee (LTAC) Report

7. **Consent Agenda**
   Items listed are considered routine by the City Council and will be enacted by one motion without discussion. A Council member may request to remove an item from the Consent Agenda and, if approved, it will be placed on the regular agenda for discussion and consideration.

   A. Approval of minutes from the August 4, 2025 City Council regular meeting

B. Approve payment of disbursements for the period July 1 - 31, 2025

C. July 2025 Investment Transaction Report

D. Resolution accepting and approving 2nd Quarter 2025 Claim Report (Risk Management)

E. Resolution authorizing an Operation License Agreement with Yakima Valley Trolleys, a non-profit corporation (General Fund)

F. Resolution authorizing a First Response Agreement between Yakima County Fire Protection District No 4, the City of Union Gap Fire Department and the City of Yakima Fire Department (No Budgetary Impact)

G. Resolution authorizing agreements with Flock Safety for annual subscription renewals (General Fund)

H. Resolution authorizing a renewal of the service agreement with Penser North America, Inc., to serve as third party administrator of the City's workers' compensation program (Internal Service Fund)

I. Resolution ratifying and approving the City Manager's execution of a grant agreement with the Washington State Office of Public Defense (General Fund: Revenue Positive)

J. Ordinance amending the 2025-2026 Biennial Budget for the City of Yakima and making appropriations from Unappropriated Fund Balances within various Funds for expenditure during 2025-2026 for various purposes (Second Reading)

K. Resolution authorizing a second amendment to the Commercial Lease Agreement between the City of Yakima and the Greater Yakima Chamber of Commerce for property located at 10 North 9th Street in Yakima

8. Public Hearings

A. Closed record public hearing and Resolution to consider the Hearing Examiner's recommendation regarding the master planned development and subdivision for Champions Park Phases 2 - 6

B. Public Meeting to consider the Notice of Intent to commence the Lochridge Annexation in the vicinity of 80th Ave and Loren Place

9. Department Items

A. Resolution authorizing application for and acceptance of FAA grant for Crosswind Runway Rehabilitation (Airport Fund)

B. Resolution authorizing the application for and acceptance of an FAA grant to construct terminal building baggage claim and restroom upgrades (Airport Fund)

10. City Manager Update

11. Other Business

12. Adjournment

The next meeting is a City Council regular meeting on September 2, 2025, at 5:30 p.m. in the City Hall Council Chambers.

13. Council General Information

A. Preliminary Council Agenda for the September 2, 2025 regular meeting

Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.

The City provides special accommodations, such as hearing devices, wheelchair space or language interpreters, for City meetings. Anyone needing special assistance please contact the City Clerk's office at (509) 575-6037 at least two business days prior to the meeting. A Council packet is available for review at the City Clerk's Office and on-line at www.yakimawa.gov/council/agendas-and-minutes/

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. 5.A.
For Meeting of: August 19, 2025

ITEM TITLE: Overdose Awareness Day proclamation

SUBMITTED BY: Vicki Baker, City Manager

SUMMARY EXPLANATION:

At the July 15, 2025 City Council meeting, there was a motion to bring forward an overdose awareness day proclamation. Attached is the proclamation for Council consideration. If approved, the proclamation will be read and presented to Kim Hitchcock and Jessica Espinoza.

ITEM BUDGETED: N/A

STRATEGIC PRIORITY 24-25:

RECOMMENDATION: Read and present the proclamation

ATTACHMENTS:
International_Overdose_Awareness_Day_2025.doc

CITY OF YAKIMA
P R O C L A M A T I O N

WHEREAS, *the City of Yakima does affirm and acknowledge the harm and hardship caused by drug overdose; and*

WHEREAS, *we recognize the purpose of International Overdose Awareness Day as remembering loved ones lost to overdose and ending the stigma of drug-related deaths; and*

WHEREAS, *we resolve to play our part in reducing the toll of overdose in our community, which claimed the lives of more than 144 Yakima residents in 2024, together with countless more affected forever; and*

WHEREAS, *we affirm that the people affected by overdose are our sons and daughters, our mothers and fathers, our brothers and sisters, are deserving of our love, compassion and support.*

NOW THEREFORE, *I, Patricia Byers, Mayor of the City of Yakima and on behalf of the City Council hereby proclaim August 29, 2025 as*

"Overdose Awareness Day"

in the City of Yakima in recognition of the international event on August 31st.

Dated this 19th day of August, 2025

_____

Patricia Byers, Mayor

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. 6.A.
For Meeting of: August 19, 2025

ITEM TITLE: Lodging Tax Advisory Committee (LTAC) Report

SUBMITTED BY: *Patricia Byers, Chair, LTAC Committee
Craig Warner, Director of Finance and Budget
Gary Ballew, Assistant City Manager

SUMMARY EXPLANATION:

The Lodging Tax Advisory Committee (LTAC) met on August 14th to deliberate on the 2026 Budget, review Lodging Tax grant applications, and propose an allocation recommendation. LTAC recommended a revenue forecast of $1,800,000. Of the revenue $490,000 is designated for debt service, $3,274 for administration, with the remaining $1,306,726 allocated per committee's recommendation. Council approving the recommendations will be reflected in the 2026 budget and staff will prepare funding agreements with the recipients.

ITEM BUDGETED: N/A

STRATEGIC PRIORITY 24-25: A Resilient Yakima

RECOMMENDATION: Approve LTAC recommendations as outlined.

ATTACHMENTS:
LTAC memo to Council

Lodging Tax Advisory Committee

August 15, 2025

City of Yakima City Council
129 North 2nd Street,
Yakima, Washington 98901

Dear Council,

On August 14th, the Lodging Tax Advisory Committee (LTAC) convened to review applications for the Lodging Tax. The committee received several applications during the publicly announced application period, which ran from May 13th to July 12th.

The committee's recommendations were based on a forecast of Lodging Tax revenue for 2026, estimated at $1,800,000. This forecast was derived from actual revenue figures through July 2025. The debt service for the convention center expansion was treated as a fixed allocation, along with $3,274 designated for City of Yakima administrative fees related to the Lodging Tax program. All other allocations were adjusted according to the committee's judgment to maximize the resulting tourism benefits for the City of Yakima.

The committee's budgetary recommendation is as follows:

	LTAC Recommendation	
LTAC Revenue Projections	$	1,800,000
Debt Service	$	490,000
COY Admin Fee	$	3,274
Subtotal	**$**	**1,306,726**
Recipients-Historic and Existing		
Convention Ctr-Capital	$	300,000
Convention Ctr-Operations	$	641,226
Visitor Services	$	60,000
Sports Commission Operations	$	95,500
Capitol Theatre Operations	$	150,000
Sundome	$	60,000
City of Yakima	$	-
Total awarded funds	$	1,306,726
Revenue avail less award variance	**$**	-

Respectfully,



Patricia Byers
Chair, Lodging Tax Advisory Committee

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. 7.A.
For Meeting of: August 19, 2025

ITEM TITLE: Approval of minutes from the August 4, 2025 City Council regular meeting

SUBMITTED BY: Rosalinda Ibarra, City Clerk

SUMMARY EXPLANATION:

ITEM BUDGETED:

STRATEGIC PRIORITY 24-25:

RECOMMENDATION:

ATTACHMENTS:
Minutes 08-04-2025_DRAFT

YAKIMA CITY COUNCIL MINUTES
August 4, 2025
City Hall - Council Chambers - 129 N 2nd Street, Yakima WA
5:30 PM City Council Regular Meeting - Conducted in person and virtually via Zoom.

1) Roll Call

Present: Mayor Patricia Byers, presiding; Assistant Mayor Matt Brown and Councilmembers Reedy Berg (attending remotely via Zoom), Janice Deccio (attending remotely via Zoom), Rick Glenn (attending remotely via Zoom), Danny Herrera (present at 6:00 p.m.) and Leo Roy (attending remotely via Zoom)

Staff: City Manager Vicki Baker, City Attorney Sara Watkins and City Clerk Rosalinda Ibarra

2) Pledge of Allegiance

Mayor Byers led the Pledge of Allegiance.

3) Interpreter Services

Mayor Byers introduced Jorge Villaseñor who announced interpreter services are available in Spanish.

4) Public Comment

Juliet Potrykus, City resident, spoke against the closure of Franklin Pool.

Tony Sandoval, City resident, commented about the importance of the Legal Department front counter staff position.

Tony Courcy, City resident, expressed concerns about personal property matters.

5) Open Discussion for the Good of the Order

5.A Appointment of members to Pro and Con Committees

The Council reviewed applications for the "for" and "against" committees regarding the levy lid lift ballot measure proposal.

MOTION: Deccio moved and Brown seconded to appoint Elmer Bud Backer, David Elofson and Lisa Wallace to the "For" committee. The motion carried by a 6-0 vote; Herrera absent.

MOTION: Berg moved and Roy seconded to appoint Cameron Weber, Gunnar Berg and Dana Johnson to the "Against" committee. The motion carried by a 6-0 vote; Herrera absent.

6) Council Reports

None.

7) Consent Agenda

Mayor Byers referred to the items placed on the Consent Agenda, questioning whether there were any additions or deletions from Council members present. There were no changes. The City Clerk read the Consent Agenda items, including resolutions and ordinances, by title. (Items on the Consent Agenda are handled under one motion without further discussion-see motion directly below.)

MOTION: Brown moved and Berg seconded to approve the consent agenda. The motion carried by a 6-0 roll call vote; Herrera absent.

7.A Approval of minutes from the July 15, 2025 City Council regular meeting, July 22, 2025 City Council special meetings, and July 24, 2025 special meeting

7.B Project Completion and Contract Acceptance with Knobel's Electric Inc for N 2nd Street & Staff Sgt. Pendleton Way Sidewalk Replacement Project 2603 (No Budgetary Impact)

7.C Project Completion and Acceptance of Taxilane Charlie Extension Construction and Construction Management AP2495/AP2496 (Federally Funded Project)

7.D Vendor Contract Closeout with Boss Construction Inc. for the Wastewater Treatment Plant Primary Digester 2 & 3 Cleaning Project WF2715

7.E Revise set date from August 12, 2025 to August 19, 2025 to consider a Notice of Intent to Commence Annexation - Lochridge Annexation in the vicinity of 80th Avenue and Loren Place

7.F Resolution authorizing a technology fee for online registration transactions for Parks and Recreation Programs and Events (General Fund Revenue)

RESOLUTION NO. R-2025-110, A RESOLUTION authorizing the implementation of a technology fee to cover the cost for the registration software used for Yakima Parks and Recreation programs and events.

7.G Resolution authorizing multiple awards and agreements for Quote 22533 Tree Trimming and Removal Services for City Parks and Streets Divisions (General Fund/REET Fund)

RESOLUTION NO. R-2025-111, A RESOLUTION authorizing multiple awards and agreements for Quote 22533 Tree Trimming/Pruning and Removal Services for city Parks and Streets Divisions.

7.H Ordinance repealing Ordinance 2025-003, a telecommunications system franchise granted to Wholesail Networks LLC and Ziply Fiber

ORDINANCE NO. 2025-025, AN ORDINANCE repealing Ordinance No. 2025-003.

7.I Resolution authorizing the City Manager to sign a consent letter consenting to a change in control to the franchise agreement granted to Wholesail Networks LLC and Ziply Fiber Pacific, LLC pursuant to Section 2.13 of the Franchise Agreement

RESOLUTION NO. R-2025-112, A RESOLUTION authorizing the City Manager to sign a consent letter consenting to a change in control to the franchise agreement granted to Wholesail Networks LLC and Ziply Fiber Pacific, LLC pursuant to Section 2.13 of the Franchise Agreement.

8) Public Hearings

8.A Open record public hearing and Ordinance to consider the Yakima Planning Commission's recommendation regarding text amendments to YMC Title 14 Subdivisions and Title 15 Yakima Urban Area Zoning Ordinance

Planning Manager Trevor Martin briefed the Council on the Yakima Planning Commission's recommendation regarding text amendments modifying existing notification processes, home occupation business licenses and conceptual site plans.

Mayor Byers opened the public hearing, and with no one coming forward or calling in to speak, closed the public hearing.

The City Clerk read the ordinance by title only.

MOTION: Brown moved and Deccio seconded to pass the ordinance. The motion carried by a 7-0 roll call vote.

ORDINANCE NO. 2025-026, AN ORDINANCE amending Yakima Municipal Code Titles 14 and 15 to incorporate text amendments associated with home occupation and notification requirements.

8.B Public Hearing to receive comments on the Draft 2025-2029 Consolidated Plan and 2025 Annual Action Plan for CDBG and HOME funds, Second Hearing

Director of Community and Economic Development Bill Preston introduced Elizabeth McNannay, with Resource Consultants LLC, who presented on the draft 2025-2029 Consolidated Plan and the 2025 Annual Action Plan for CDBG and HOME Funds, as mandated by the U.S. Department of Housing and Urban Development (HUD). This plan documents the affordable housing and community development needs. It also provides policy guidance and the implementation plan over the next five years.

Mayor Byers opened the public hearing. Theresa Dingman, Melinda Pettibone, and Janet Larios (on behalf of Amelia Larios) spoke in support of the proposed plan and expressed appreciation for the direct services obtained through this program. With no one else coming forward or calling in to speak, Mayor Byers closed the hearing.

9) Department Items

9.A Resolution adopting the HUD mandated five-year Consolidated Plan (2025-2029) and the 2025 Annual Action Plan for the City of Yakima (CDBG/HOME Funds)

Director of Community and Economic Development Bill Preston noted that the comments received related to the public hearing for Item 8.B) will be incorporated into the final plan prior to submission to HUD.

The City Clerk read the resolution by title only.

MOTION: Brown moved and Herrera seconded to adopt the resolution. The motion carried by a 7-0 roll call vote.

RESOLUTION NO. R-2025-113, A RESOLUTION adopting the proposed 2025-2029 five-year Consolidated Plan and the 2025 Annual Action Plan for Community Development Block Grant (CDBG) and HOME fund Programs as mandated by the Department of Housing and Urban Development (HUD).

9.B Resolution authorizing acceptance of the Washington State Department of Transportation 2025-2027 Pedestrian & Bicycle Safety Program grant award for the Wendy Baker Shared Use Path Project 2879 (Arterial Streets Fund)

Acting City Engineer Bill Preston briefed the Council on the 2025-2027 Pedestrian & Bicycle Safety Program grant award to improve functionality and safety for bicycles and pedestrians on West Powerhouse Road. Jennifer Gindt and members of the Bicycle and Pedestrian Advisory Committee were recognized for their efforts in successfully obtaining this award.

The City Clerk read the resolution by title only.

MOTION: Brown moved and Deccio seconded to adopt the resolution. The motion carried by a 6-0 roll call vote; Herrera absent.

RESOLUTION NO. R-2025-114, A RESOLUTION authorizing acceptance and execution of a grant program agreement with the Washington State Department of Transportation for the Wendy Baker Shared Use Path Project 2879.

9.C Resolution authorizing the acceptance of an FAA Airport Terminal Program (ATP) grant for construction of terminal baggage claim and restroom upgrades

Director of Yakima Air Terminal Robert Hodgman briefed the Council on the proposed resolution.

The City Clerk read the resolution by title only.

MOTION: Deccio moved and Brown seconded to adopt the resolution. The motion carried by a 6-0 roll call vote; Herrera absent.

RESOLUTION NO. R-2025-115, A RESOLUTION authorizing grant acceptance from the Federal Aviation Administration for the Yakima Air Terminal Building Modernization Baggage Claim and Restroom project for Capital Improvements at the Yakima Air Terminal-McAllister Field.

9.D Resolution approving a task order agreement with MWA Architects Inc. to provide construction administration services for the Terminal Baggage Claim and Restroom Upgrade

Director of Yakima Air Terminal Robert Hodgman briefed the Council on the proposed resolution.

The City Clerk read the resolution by title only.

MOTION: Brown moved and Deccio seconded to adopt the resolution. The motion carried by a 6-0 roll call vote; Herrera absent.

RESOLUTION NO. R-2025-116, A RESOLUTION authorizing the execution of an agreement with MWA Architects, Inc. to provide construction administration services for baggage claim and restroom upgrades in the terminal building at Yakima Air Terminal-McAllister Field.

9.E Resolution authorizing an agreement with Cliff Thorn Construction to construct terminal building baggage claim and restroom upgrades

Director of Yakima Air Terminal Robert Hodgman briefed the Council on the proposed resolution.

DRAFT

The City Clerk read the resolution by title only.

MOTION: Brown moved and Deccio seconded to adopt the resolution. The motion carried by a 6-0 roll call vote; Herrera absent.

RESOLUTION NO. R-2025-117, A RESOLUTION authorizing the execution of an agreement with Cliff Thorn Construction to construct baggage claim and restroom upgrades in the terminal building at Yakima Air Terminal-McAllister Field.

9.F Review of U.S. Department of Justice Office on Violence Against Women (OVW) - Local Law Enforcement Grants for Enforcement of Cybercrimes Program Funding Opportunity O-OVW-2025-172415

Yakima Police Sergeant Ryan Yates informed Council that the City is eligible to apply for a U.S. Department of Justice grant. If granted, the Yakima Police Departments intends to partner with local organizations to propose the Cybercrime Response and Victim Support Initiative to enhance the community's capacity to investigate and respond to cyber-enabled crimes, particularly those involving domestic violence, sexual assault, stalking, dating violence, and human trafficking.

Mayor Byers reported that the grant requires an assurance of Council review and an opportunity for the public to comment.

Samuel Sanchez spoke in favor of the proposal.

9.G Ordinance amending the 2025-2026 Biennial Budget for the City of Yakima and making appropriations from Unappropriated Fund Balances within various Funds for expenditure during 2025-2026 for various purposes (First Reading)

Director of Finance and Budget Craig Warner briefed Council on the first reading of the budget amendment.

The City Clerk read the ordinance by title only.

First Reading of AN ORDINANCE amending the 2025-2026 Budget for the City of Yakima; and making appropriations from Unappropriated Fund Balances within various funds for expenditure during 2025 for various purposes.

10) City Manager Update

City Manager Baker reported that staff is developing an implementation plan for the $3 million cut package and creating two separate budget documents regarding potential additional cuts dependent on the levy outcome. She also reported that moving forward the planning and maintenance for capital projects will be thoroughly analyzed to ensure budget impacts are anticipated in advance of project initiation and completion.

11) Other Business

Assistant Mayor Brown recognized the Evergreen Premier Soccer League's Yakima United Soccer team for their recent championship.

Councilmember Herrera and Mayor Byers encouraged community attendance at the various National Night Out events taking place in various areas of the City on August 5.

12) Adjournment

MOTION: Brown moved and Deccio seconded to adjourn to the next City Council regular meeting on August 19, 2025, at 5:30 p.m. in the City Hall Council Chambers. The motion carried by unanimous vote. The meeting adjourned at 6:38 p.m.

CERTIFICATION

READ AND CERTIFIED ACCURATE BY

_____

COUNCIL MEMBER DATE

_____

COUNCIL MEMBER DATE

ATTEST:

_____ _____

CITY CLERK MAYOR

DRAFT

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. 7.B.
For Meeting of: August 19, 2025

ITEM TITLE: Approve payment of disbursements for the period July 1 - 31, 2025

SUBMITTED BY: Craig Warner, Director of Finance and Budget

SUMMARY EXPLANATION:

RCW 42.24 specifies the process for audit and review of payroll and claims payments for the City. RCW 42.24.180 requires the review and approval of all payments at a regularly scheduled public meeting on a monthly basis. The State Budgeting, Accounting and Reporting Systems (BARS) Manual outlines the following format for approval by the City Council.

REPORT OF DISBURSEMENTS: The following amounts were budgeted, and sufficient funds were available to cover these payments:

Electronic Payments - Key Bank	# 982 - 990	$	4,554,998.59
Electronic Payments - US Bank	# 13756 - 13792	$	8,714,347.93
Electronic Purchasing Card	July 2025	$	180,477.14
Accounts Payable Checks	# 206633 - 207190	$	7,001,558.87
Payroll Account Checks	# 439230 - 440065	$	249,625.77
Payroll Account Checks - Cayenta	# 6177 - 6195	$	107,911.55

Background and description of this process is attached.

ITEM BUDGETED: N/A

STRATEGIC PRIORITY 24-25: A Resilient Yakima

RECOMMENDATION: Approve disbursements.

ATTACHMENTS:
Disbursement_Approval_Process_-_Council_monthly_attachment.pdf

Disbursement Approval Process

Payment of claims and payroll are submitted monthly for review and approval by City Council. The payments listed in the schedule cover all claims and payroll payments during the month prior to the date of the Council meeting. Support documentation and further details are available from the Finance Division.

Internal Controls. The City's internal controls include certification of the validity of all payments by the appropriate department prior to submission for payment. The Finance Department has processes and controls in place to ensure review and validation of vouchers and authorization of payments by Finance, Accounts Payable, and Payroll staff. Processes are in place to empower Department Directors and the City Manager to have budgetary control over their responsible areas. The Director of Finance and Budget regularly reviews processes to ensure appropriate internal controls are in place and submits annually to an independent audit.

Governing Statutes. RCW 42.24 governs the process for audit and review of payroll and claims payments for the City. RCW 42.24.180 requires the review and approval of all payments at a regularly scheduled public meeting on a monthly basis.

RCW 42.24.080 requires that all claims presented against the City by persons furnishing materials, rendering services, or performing labor must be certified by the appropriate official to ensure that the materials have been furnished, the services rendered, or the labor performed as described, and that the claims are just, due, and unpaid obligations against the City.

RCW 42.24.180 allows expedited processing of the payment of claims when certain conditions have been met. The statute allows the issuance of warrants or checks in payment of claims before the legislative body has acted to approve the claims when:

(1) the appropriate officers have furnished official bonds;
(2) the legislative body has adopted policies that implement effective internal control;
(3) the legislative body has provided for review of the documentation supporting the claims within a month of issuance; and
(4) that if claims are disapproved, they shall be recognized as receivables and diligently pursued.

The City meets all these conditions.

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. 7.C.
For Meeting of: August 19, 2025

ITEM TITLE: July 2025 Investment Transaction Report

SUBMITTED BY: Craig Warner, Director of Finance and Budget
Kimberly Domine, Financial Services Manager

SUMMARY EXPLANATION:

This monthly report is provided consistent with RCW 35.39.032 which requires "The responsible official or committee shall make a monthly report of all investment transactions to the city legislative authority". A complete Treasury report is provided to City Council quarterly which provides a complete position listing with further analysis, economic outlook and strategy updates.

ITEM BUDGETED: N/A

STRATEGIC PRIORITY 24-25: A Resilient Yakima

RECOMMENDATION: Submitted for review. No action necessary.

ATTACHMENTS:
2025-7 Investment Transactions Summary memo JT 8.14.pdf

DATE: August 14, 2025

TO: Mayor and City Council

FROM: Kimberly Dominé Financial Services Manager

RE: July 2025 Investment Transactions

The investment transactions for July 2025 were:

Matured:

- $2,000,000 US Treasury, matured 7/31/25 Yield is 2.78%

Called:

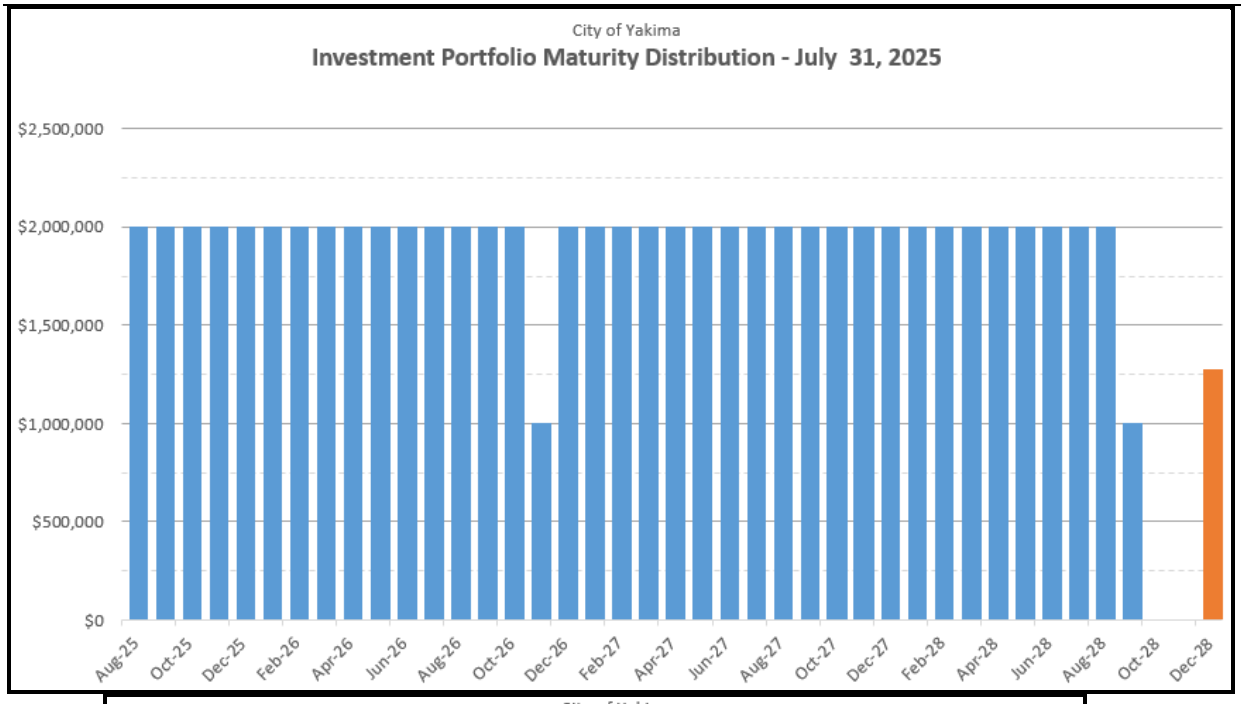
- none

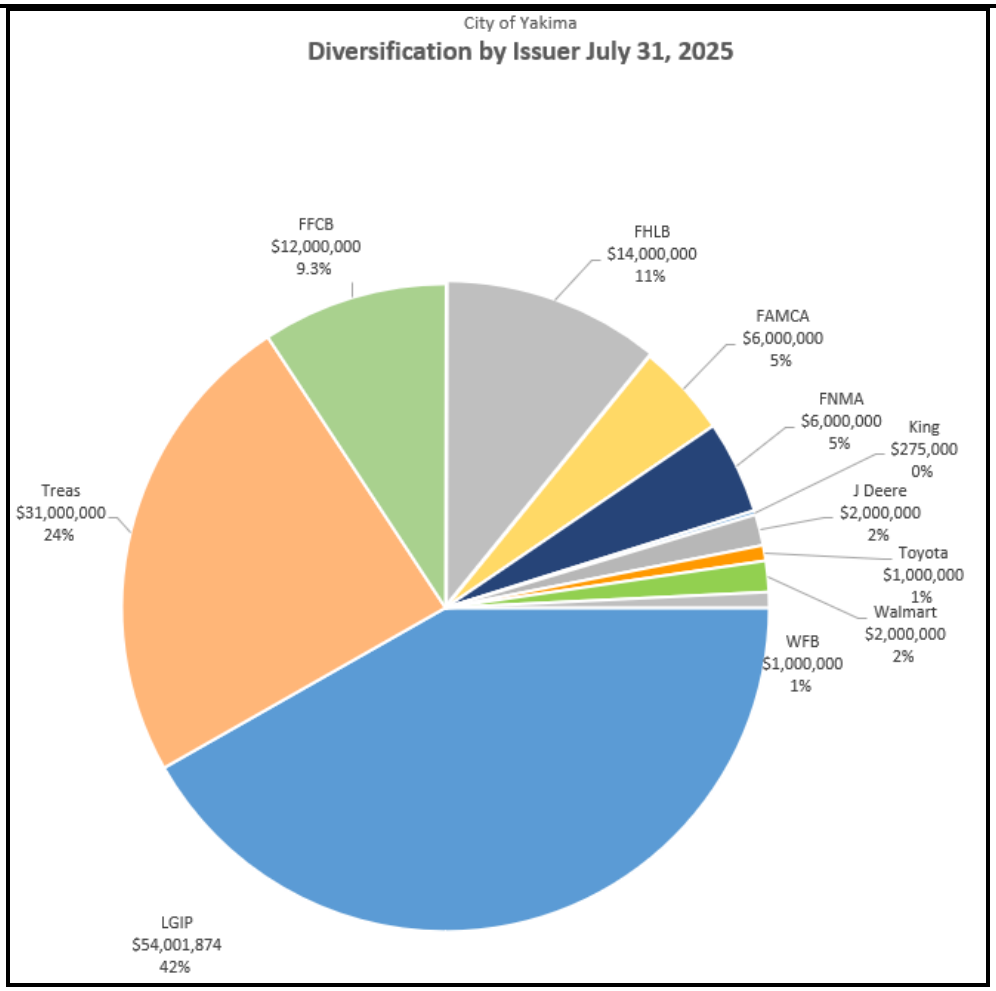
Purchased:

- $1,000,000 US Treasury, matures 12/1/28 Yield is 4.57%
- $275,000 King County General Obligation Bond, matures 12/1/28 Yield is 4.047%

The focus of investments now is to fill maturity gaps in a shortened (3-4-year maturity horizon, instead of 5-year pre-COVID) ladder to minimize reinvestment risk subject to rates at any one point in time and hedging against further decreasing rate exposure.

This monthly memorandum of all investment transactions complies with RCW 35.39.032 ("The responsible official or committee shall make a monthly report of all investment transactions to the city legislative authority").


City of Yakima
Investment Portfolio Maturity Distribution - July 31, 2025
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
Aug-25
Oct-25
Dec-25
Feb-26
Apr-26
Jun-26
Aug-26
Oct-26
Dec-26
Feb-27
Apr-27
Jun-27
Aug-27
Oct-27
Dec-27
Feb-28
Apr-28
Jun-28
Aug-28
Oct-28
Dec-28


City of Yakima
Diversification by Issuer July 31, 2025
FFCB
$12,000,000
9.3%
FHLB
$14,000,000
11%
FAMCA
$6,000,000
5%
FNMA
$6,000,000
5%
King
$275,000
0%
J Deere
$2,000,000
2%
Toyota
$1,000,000
1%
Walmart
$2,000,000
2%
WFB
$1,000,000
1%
Treas
$31,000,000
24%
LGIP
$54,001,874
42%

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. 7.D.
For Meeting of: August 19, 2025

ITEM TITLE: Resolution accepting and approving 2nd Quarter 2025 Claim Report (Risk Management)

SUBMITTED BY: Ryan Bleek, Senior Assistant City Attorney

SUMMARY EXPLANATION:

The purpose of this report is to provide information on claims that were closed during the 2nd Quarter 2025. All claims listed in this report were resolved and settled pursuant to Resolution No. R-2022-008 authorizing the City Manager to settle claims against or by the City in an amount of $100,000 or less. All payment amounts listed on the CIAW report show the amount paid by the City of Yakima and CIAW toward the settlement, with the City of Yakima paying up to its $100,000 insurance deductible. Intermountain Claims is the City's Third Party Administrator for claims occurring after December 1, 2019.

The report includes the following information for the 2nd quarter 2025: (1) Intermountain Claims summary by type of claim; (2) Intermountain Claims summary by department; (3) Intermountain Claims closed claims for the 2nd Quarter 2025; (4) CIAW summary by type of claim; (5) CIAW summary by department; (6) CIAW closed claims for the 2nd Quarter 2025; and, (7) WSTIP Closed Claims for the 2nd Quarter 2025. Adopting the attached claims resolution affirms and ratifies the payments made by the City of Yakima on claims closed during the 2nd Quarter of 2025 as listed in the reports.

ITEM BUDGETED: Yes

STRATEGIC PRIORITY 24-25: A Resilient Yakima

RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:
Res-2nd Quarter 2025 Claim Report.docx
2nd Qtr 2025 Claim Report.pdf

RESOLUTION NO. R-2025-

A RESOLUTION accepting and approving the 2nd Quarter 2025 Claim Report for the City of Yakima.

WHEREAS, the City of Yakima previously was self-insured as to most claims; and

WHEREAS, the City of Yakima was a member of the Cities Insurance Association of Washington ("CIAW") for most liability claims from December 14, 2015 through November 30, 2019, subject to a deductible amount; and

WHEREAS, the City of Yakima has been insured by Safety National for most liability claims since December 1, 2019 for incidents beginning on that date, subject to a deductible amount; and Intermountain Claims, Inc. is the third party administrator on those claims; and

WHEREAS, the Transit Division is in the Washington State Transit Insurance Pool ("WSTIP") for Transit claims, effective September 1, 2005, with liability coverage which is not subject to a deductible amount, except for employment claims subject to $5,000 deductible; and

WHEREAS, pursuant to Resolution R-2022-08, the City Manager is authorized to settle claims against or by the City in an amount of $100,000 or less; and

WHEREAS, the attached Claim Report contains information on and the disposition of the various claims submitted to the City of Yakima; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The attached 2nd Quarter 2025 Claim Report, together with payments and disbursements listed therein, is hereby accepted, approved, and ratified.

ADOPTED BY THE CITY COUNCIL this 19th day of August, 2025.

ATTEST: Patricia Byers**,** Mayor

Rosalinda Ibarra, City Clerk

CITY OF YAKIMA
2nd Quarter Claim Report
2025

INTERMOUNTAIN CLAIMS SUMMARY BY TYPE OF CLAIM 04/01/2025 TO 06/30/2025

Closed Claims by Coverage

Quarterly - April 1, 2025 - June 30, 2025

Claim Number	Claimant	Status	Settlement Amount	Expense Paid	Total Paid
Coverage: **Auto Liability**					
YAK25-02604	Sharleen Scott	Closed	11,789.75	0.00	11,789.75
YAK25-02635	Dennis E Green	Closed	0.00	0.00	0.00
Totals for **Auto Liability** - 2 Claims		**2**	**11,789.75**	**0.00**	**11,789.75**
Coverage: **Employment Practices Liability**					
YAK21-02010	Travis Racine	Closed	90,000.00	176,845.26	266,845.26
Totals for **Employment Practices Liability** - 1 Claim		**1**	**90,000.00**	**176,845.26**	**266,845.26**
Coverage: **General Liability**					
YAK23-02441	James Robert Bell DBA Northwest Liquidators	Closed	117,640.80	375.00	118,015.80
YAK23-02442	James Robert Bell DBA Northwest Liquidators	Closed	65,622.95	375.00	65,997.95
YAK23-02451	Tawni Martin	Closed	57,500.00	0.00	57,500.00
YAK24-02546	Alfredo Aparicio Santiago	Closed	0.00	0.00	0.00
YAK25-02639	Dallas Marie Huskey	Closed	0.00	0.00	0.00
YAK25-02641	Sherry Ann Plummer	Closed	0.00	0.00	0.00
YAK25-02643	Maria Munguia	Closed	0.00	0.00	0.00
YAK25-02644	Donna Marie Elder	Closed	0.00	0.00	0.00
YAK25-02650	Elise Alexandra Benitez	Closed	0.00	0.00	0.00
YAK25-02605	Rosalinda Ramirez	Closed	1,471.32	0.00	1,471.32
YAK25-02615	Lorena Cruz	Closed	0.00	0.00	0.00
YAK25-02616	Mary R Morehead	Closed	0.00	0.00	0.00
YAK25-02623	Julio Cesar Sanchez	Closed	0.00	0.00	0.00
YAK25-02624	Brandon A Cabatian	Closed	0.00	0.00	0.00
YAK25-02628	Ramon Torres	Closed	199.00	0.00	199.00
YAK25-02630	Elena Morales	Closed	0.00	0.00	0.00
YAK25-02633	Stephanie Ann Charlton	Closed	641.68	0.00	641.68
Totals for **General Liability** - 17 Claims		**17**	**243,075.75**	**750.00**	**243,825.75**
Coverage: **Law Enforcement Liability**					
YAK25-02636	Jairo A Delgado	Closed	0.00	0.00	0.00
YAK25-02636-01	Ariaunna Jacklynn Rose Hall	Closed	0.00	0.00	0.00
Totals for **Law Enforcement Liability** - 2 Claims		**2**	**0.00**	**0.00**	**0.00**
Grand Totals - 22 Claims		**22**	**344,865.50**	**177,595.26**	**522,460.76**

INTERMOUNTAIN CLAIMS SUMMARY BY DEPARTMENT 04/01/2025 TO 06/30/2025

Closed Claims by Department

Quarterly - April 1, 2025 - June 30, 2025

Department / Divison	Closed	Settlement Amount	Expense Paid	Total Paid
Location Number and Name: **016.COYA - GL - Human Resources Department**				
Human Resources Department	Closed	90,000.00	176,845.26	266,845.26
Totals for **016.COYA - GL - Human Resources Department** - 1 Claim	**1**	**90,000.00**	**176,845.26**	**266,845.26**
Location Number and Name: **031.COYA - GL - Police Department**				
Police Department	Closed	11,789.75	0.00	11,789.75
Police Department	Closed	1,471.32	0.00	1,471.32
Police Department	Closed	0.00	0.00	0.00
Police Department	Closed	0.00	0.00	0.00
Totals for **031.COYA - GL - Police Department** - 4 Claims	**4**	**13,261.07**	**0.00**	**13,261.07**
Location Number and Name: **054.COYA - GL - Utility Services Division**				
Utility Services Division	Closed	0.00	0.00	0.00
Totals for **054.COYA - GL - Utility Services Division** - 1 Claim	**1**	**0.00**	**0.00**	**0.00**
Location Number and Name: **131.COYA - GL - Parks & Recreation Division**				
Parks & Recreation Division	Closed	0.00	0.00	0.00
Parks & Recreation Division	Closed	641.68	0.00	641.68
Totals for **131.COYA - GL - Parks & Recreation Division** - 2 Claims	**2**	**641.68**	**0.00**	**641.68**
Location Number and Name: **141.COYA - GL - Streets Division**				
Streets Division	Closed	0.00	0.00	0.00
Streets Division	Closed	0.00	0.00	0.00
Streets Division	Closed	0.00	0.00	0.00
Streets Division	Closed	0.00	0.00	0.00
Totals for **141.COYA - GL - Streets Division** - 4 Claims	**4**	**0.00**	**0.00**	**0.00**
Location Number and Name: **471.COYA - GL - Refuse Division**				
Refuse Division	Closed	0.00	0.00	0.00
Refuse Division	Closed	0.00	0.00	0.00
Refuse Division	Closed	199.00	0.00	199.00
Totals for **471.COYA - GL - Refuse Division** - 3 Claims	**3**	**199.00**	**0.00**	**199.00**
Location Number and Name: **473.COYA - GL - Wastewater Division**				
Wastewater Division	Closed	0.00	0.00	0.00
Wastewater Division	Closed	57,500.00	0.00	57,500.00
Wastewater Division	Closed	0.00	0.00	0.00
Totals for **473.COYA - GL - Wastewater Division** - 3 Claims	**3**	**57,500.00**	**0.00**	**57,500.00**
Location Number and Name: **474.COYA - GL - Water Division**				
Water Division	Closed	0.00	0.00	0.00
Water Division	Closed	117,640.80	375.00	118,015.80
Water Division	Closed	65,622.95	375.00	65,997.95
Totals for **474.COYA - GL - Water Division** - 3 Claims	**3**	**183,263.75**	**750.00**	**184,013.75**

Closed Claims by Department

Quarterly - April 1, 2025 - June 30, 2025

Department / Divison	Closed	Settlement Amount	Expense Paid	Total Paid
Location Number and Name: **475.COYA - GL - Irrigation Division**				
Irrigation Division	Closed	0.00	0.00	0.00
Totals for **475.COYA - GL - Irrigation Division** - 1 Claim	**1**	**0.00**	**0.00**	**0.00**
Grand Totals - 22 Claims	**22**	**344,865.50**	**177,595.26**	**522,460.76**

INTERMOUNTAIN CLAIMS
CLOSED CLAIMS
04/01/2025 TO 06/30/2025

Closed Claims Summary

Quarterly - April 1, 2025 - June 30, 2025

Type Of Claim	Claim Number	Loss Date	TPA Received	Close Date	Event Description	Claimant Full Name	Settlement Amount	Expense Paid	Total Paid
Coverage: **Auto Liability**									
Location Number and Name: **031.COYA - GL - Police Department**									
Auto Liability PD	YAK25-02604	8/27/2024	2/5/2025	5/21/2025	IV allegedly struck CV	Sharleen Scott	11,789.75	0.00	$11,789.75
Totals for **031.COYA - GL - Police Department** - 1 Claim							**11,789.75**	**0.00**	**$11,789.75**
Location Number and Name: **471.COYA - GL - Refuse Division**									
Auto Liability PD	YAK25-02635	3/12/2025	5/13/2025	5/29/2025	Alleged PD	Dennis E Green	0.00	0.00	$0.00
Totals for **471.COYA - GL - Refuse Division** - 1 Claim							**0.00**	**0.00**	**$0.00**
Totals for **Auto Liability** - 2 Claims							**11,789.75**	**0.00**	**$11,789.75**
Coverage: **Employment Practices Liability**									
Location Number and Name: **016.COYA - GL - Human Resources Department**									
Employment Practices Liability	YAK21-02010	2/2/2021	7/26/2021	5/21/2025	Alleged wrongful employment discrimination	Travis Racine	90,000.00	176,845.26	$266,845.26
Totals for **016.COYA - GL - Human Resources Department** - 1 Claim							**90,000.00**	**176,845.26**	**$266,845.26**
Totals for **Employment Practices Liability** - 1 Claim							**90,000.00**	**176,845.26**	**$266,845.26**
Coverage: **General Liability**									
Location Number and Name: **031.COYA - GL - Police Department**									
Gen Liab PD	YAK25-02605	2/4/2025	2/6/2025	4/17/2025	Alleged PD	Rosalinda Ramirez	1,471.32	0.00	$1,471.32
Totals for **031.COYA - GL - Police Department** - 1 Claim							**1,471.32**	**0.00**	**$1,471.32**
Location Number and Name: **054.COYA - GL - Utility Services Division**									
Gen Liab BI PD	YAK25-02623	3/30/2025	4/8/2025	5/8/2025	Alleges pd	Julio Cesar Sanchez	0.00	0.00	$0.00
Totals for **054.COYA - GL - Utility Services Division** - 1 Claim							**0.00**	**0.00**	**$0.00**
Location Number and Name: **131.COYA - GL - Parks & Recreation Division**									
Gen Liab PD	YAK25-02624	4/11/2025	4/14/2025	6/18/2025	Alleged PD	Brandon A Cabatian	0.00	0.00	$0.00
Gen Liab PD	YAK25-02633	5/3/2025	5/9/2025	6/16/2025	Alleges PD to CV	Stephanie Ann Charlton	641.68	0.00	$641.68
Totals for **131.COYA - GL - Parks & Recreation Division** - 2 Claims							**641.68**	**0.00**	**$641.68**
Location Number and Name: **141.COYA - GL - Streets Division**									
Gen Liab PD	YAK25-02616	2/19/2025	3/10/2025	4/11/2025	Alleged PD	Mary R Morehead	0.00	0.00	$0.00
Gen Liab PD	YAK25-02639	5/21/2025	5/22/2025	6/25/2025	Alleged PD to CV	Dallas Marie Huskey	0.00	0.00	$0.00
Gen Liab PD	YAK25-02641	5/27/2025	5/28/2025	5/30/2025	Alleged PD to CV	Sherry Ann Plummer	0.00	0.00	$0.00
Gen Liab PD	YAK25-02644	6/5/2025	6/9/2025	6/11/2025	Alleged PD to CV	Donna Marie Elder	0.00	0.00	$0.00
Totals for **141.COYA - GL - Streets Division** - 4 Claims							**0.00**	**0.00**	**$0.00**

Closed Claims Summary

Quarterly - April 1, 2025 - June 30, 2025

Type Of Claim	Claim Number	Loss Date	TPA Received	Close Date	Event Description	Claimant Full Name	Settlement Amount	Expense Paid	Total Paid
Location Number and Name: **471.COYA - GL - Refuse Division**									
Gen Liab PD	YAK25-02643	5/29/2025	6/5/2025	6/12/2025	Alleges PD to CV	Maria Munguia	0.00	0.00	$0.00
Gen Liab PD	YAK25-02628	4/28/2025	4/29/2025	5/7/2025	Alleged PD	Ramon Torres	199.00	0.00	$199.00
Totals for **471.COYA - GL - Refuse Division** - 2 Claims							**199.00**	**0.00**	**$199.00**
Location Number and Name: **473.COYA - GL - Wastewater Division**									
Gen Liab PD	YAK25-02630	4/19/2025	5/1/2025	5/20/2025	Alleges PD to CV	Elena Morales	0.00	0.00	$0.00
Gen Liab BI	YAK23-02451	12/13/2023	12/19/2023	5/5/2025	Alleged PI	Tawni Martin	57,500.00	0.00	$57,500.00
Gen Liab PD	YAK25-02615	2/24/2025	3/7/2025	4/18/2025	Alleged PD	Lorena Cruz	0.00	0.00	$0.00
Totals for **473.COYA - GL - Wastewater Division** - 3 Claims							**57,500.00**	**0.00**	**$57,500.00**
Location Number and Name: **474.COYA - GL - Water Division**									
Gen Liab PD	YAK24-02546	7/17/2024	7/22/2024	5/8/2025	alleged PD	Alfredo Aparicio Santiago	0.00	0.00	$0.00
Gen Liab PD	YAK23-02441	11/16/2023	11/22/2023	5/28/2025	alleges pd	James Robert Bell DBA Northwest Liquidators	117,640.80	375.00	$118,015.80
Gen Liab PD	YAK23-02442	11/10/2023	11/22/2023	5/28/2025	alleges pd	James Robert Bell DBA Northwest Liquidators	65,622.95	375.00	$65,997.95
Totals for **474.COYA - GL - Water Division** - 3 Claims							**183,263.75**	**750.00**	**$184,013.75**
Location Number and Name: **475.COYA - GL - Irrigation Division**									
Gen Liab PD	YAK25-02650	6/13/2025	6/18/2025	6/26/2025	Alleges PD	Elise Alexandra Benitez	0.00	0.00	$0.00
Totals for **475.COYA - GL - Irrigation Division** - 1 Claim							**0.00**	**0.00**	**$0.00**
Totals for **General Liability** - 17 Claims							**243,075.75**	**750.00**	**$243,825.75**
Coverage: **Law Enforcement Liability**									
Location Number and Name: **031.COYA - GL - Police Department**									
Law Enforcement Liability	YAK25-02636	11/20/2024	5/14/2025	6/27/2025	Alleged PI	Jairo A Delgado	0.00	0.00	$0.00
Law Enforcement Liability	YAK25-02636-01	11/20/2024	5/14/2025	6/27/2025	Alleged PI	Ariaunna Jacklynn Rose Hall	0.00	0.00	$0.00
Totals for **031.COYA - GL - Police Department** - 2 Claims							**0.00**	**0.00**	**$0.00**
Totals for **Law Enforcement Liability** - 2 Claims							**0.00**	**0.00**	**$0.00**
Grand Totals - 22 Claims							**344,865.50**	**177,595.26**	**$522,460.76**

CIAW CLAIMS SUMMARY
BY TYPE OF CLAIM
04/01/2025 TO 06/30/2025

NO CLOSED CLAIMS FOR THIS PERIOD

CIAW CLAIMS SUMMARY
BY DEPARTMENT
04/01/2025 TO 06/30/2025

NO CLOSED CLAIMS FOR THIS PERIOD

CIAW CLOSED CLAIMS
04/01/2025 TO 06/30/2025

NO CLOSED CLAIMS FOR THIS PERIOD

WSTIP CLOSED CLAIMS
04/01/2025 TO 06/30/2025

Yakima Transit Closed Claims – 04/01/2025 through 06/30/2025

Claim/Event Number	Event Date	Date of Claim	Claimant	Dept.	Location	Type	Status	Description	Date Closed	Total Paid to Claimant by WSTIP	Outcome
24-060011-1	06/12/2024	11/04/2024	Young, Maurice	Yakima Transit	N. 40th Ave & Castlevale Rd.	Underinsured Motorist	Closed	Claimant alleged bodily injury	06/30/2025	$879.75	Settled
24-057723-3	07/22/2024	05/15/2025	Toscano, Luis	Yakima Paratransit	3900 Fruitvale Blvd.	ALBI (3rd Pty)	Closed	Claimant alleged bodily injury	05/31/2025	$24,000	Settled

The City of Yakima WSTIP Transit Insurance has a $0 deductible for non-employment claims on its WSTIP insurance. For first-party claims, any amounts above the city's $5,000.00 deductible were paid by the City.

Yakima Paratransit claims after January 1, 2012, involve the current contractor for ADA paratransit services, Medstar, LLC.
Prior to January 1, 2012, the contractor for paratransit service was A-1 Tri-City Taxi, Inc.

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. 7.E.
For Meeting of: August 19, 2025

ITEM TITLE: Resolution authorizing an Operation License Agreement with Yakima Valley Trolleys, a non-profit corporation (General Fund)

SUBMITTED BY: Bill Preston, Community Development Director

SUMMARY EXPLANATION:

The City of Yakima desires to execute an operation license agreement with the Yakima Valley Trolleys, a non-profit corporation, authorizing the organization to operate and maintain the electrical railway system and museum of the City of Yakima. The current agreement expired Aug 31, 2025.

The funding for the system is provided through the City of Yakima's budget process. $10,000 is transferred annually to the Trolley Fund (162) from the Streets Fund (141). The Streets Fund also sets aside $10,000 for moderate maintenance needs. This agreement's term is through December 31, 2029.

ITEM BUDGETED: N/A

STRATEGIC PRIORITY 24-25: A Resilient Yakima

RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:
Resolution YVT Agreement 2025.final.docx
YVT Operating Agreement 2025-2029.final.pdf

RESOLUTION NO. R-2025-

A RESOLUTION authorizing an agreement with Yakima Valley Trolleys to operate, maintain, and promote the City of Yakima's electric railway system and museum.

WHEREAS, the City of Yakima (City) owns an interurban electrical railway system and museum located at 306 West Pine Street; and

WHEREAS, on July 7, 2020 the City adopted R-2020-075 to accept Operation License Agreement with Yakima Valley Trolleys (YVT), a non-profit corporation to operate and maintain the electric railway systems and museum, which is set to expire on August 31, 2025; and

WHEREAS, the trolley system and its trolley cars are part of Yakima's history, as is evidenced in the trolley museum and through the trolley rides offered by Yakima Valley Trolleys; and

WHEREAS, the electric railway system and museum are used by residents, tourist, and the public and encourages tourism; and

WHEREAS, funding for the system is provided through the City's budget process and the General Fund; and

WHEREAS, the City wishes to enter into an agreement to continue the relationship between it and Yakima Valley Trolleys to operate and maintain the system and the museum for the benefit of residents and visitors of Yakima; and

WHEREAS, the City Council of the City of Yakima finds that entering into a new agreement with Yakima Valley Trolleys is in the best interests of the City and its residents; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager is hereby authorized to execute the Operation License Agreement between the City of Yakima and the Yakima Valley Trolleys, a non-profit corporation, authorizing said organization to operate and maintain the electrical railway system and museum of the City of Yakima. Said Agreement is attached hereto and fully incorporated herein.

ADOPTED BY THE CITY COUNCIL this 19th day of August, 2025.

_____
Patricia Byers, Mayor

ATTEST:

_____
Rosalinda Ibarra, City Clerk

OPERATION LICENSE AGREEMENT
BETWEEN THE CITY OF YAKIMA
AND
YAKIMA VALLEY TROLLEYS

THIS OPERATION LICENSE AGREEMENT (hereinafter "License Agreement") is made and entered into by and between the City of Yakima, a Washington municipal corporation (hereinafter the "City"), and the Yakima Valley Trolleys, a Washington non-profit corporation (hereinafter "YVT").

WHEREAS, YVT desires to operate and use the City's electric railway system as shown in the Exhibits to this Agreement during calendar years 2025 through 2034.

WHEREAS, the City is willing to grant an operation license to YVT to operate the City's electric railway system in accordance with the terms and conditions of this License Agreement.

WHEREAS, the City will provide a Trolley Liaison to attend YVT Board meetings and assist the YVT with agreement compliance and guidance regarding City policies and procedures.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, it is agreed by and between the City and YVT as follows:

1. Use and Operation License.

a. YVT is licensed to use, operate, maintain and promote the City's electric railway system and electric railway museum located at 306 West Pine Street. Said license to use, operate, maintain and promote said system shall include but not be limited to the authority to:

i. Operate, use and promote the City's electric railway system, including trolley cars, engines, way cars, associated railway rolling stock, and electric railway system parts, overhead wiring, track, supplies, tools, machines, and other associated equipment and materials. A map of the electric railway system is attached hereto as Exhibit "A" and incorporated herein by this reference. YVT shall provide the Community Development Director, or their designee, with a written operation schedule for each year on or before February 1st of the calendar year, except the calendar year 2025, when the written operation and promotion schedule shall be provided within thirty (30) days of the date YVT signs this Agreement. Updates and additions to the operation schedule should be forwarded to the Community Development Director in a timely manner.

ii. Operate, use and promote the City's electric railway museum located at 306 West Pine Street, Yakima, Washington, including associated exhibits, gift shop, ticket office, and restrooms. A map and legal description of the railway museum site is attached hereto as Exhibit "B" and incorporated herein by this reference. YVT shall provide the Community Development Director, or their designee, with a written museum operation schedule at the same time it provides the operation schedule outlined in section 1a(i) above. Updates and additions to the operation schedule should be forwarded to the Community Development Director in a timely manner, and before any updates in the schedule are implemented.

iii. Store and maintain the City's electric railway system, including trolley cars, engines, way cars, associated railway rolling stock, and electric railway system parts, overhead wiring, track, supplies, tools, machines, and other associated equipment and materials. Said electric railway system trolleys, cars, engines, equipment, parts, supplies, tools, machines and other materials will be stored neatly in and upon the subject property located at 306 West Pine

Street, Yakima, Washington.

b. An inventory of the City's electric railway system, including trolley cars, engines, way cars, associated railway rolling stock, and electric railway system parts, overhead wiring, track, supplies, tools, machines, and other associated equipment and materials is attached hereto as Exhibit "C" and incorporated herein by this reference. YVT shall update this inventory as necessary and provide an updated Exhibit to the City to attach to this Agreement. Failure to update the inventory list may be considered a default.

2. Electric Railway System and Museum Use Restricted.

a. Electric Railway System Use Restriction. The operation, use and promotion license granted herein for the City's electric railway system shall be restricted to the use and operation of the electric railway system on a non-profit basis for the transport, benefit, and enjoyment of the public, as an educational resource, as a tourist attraction and a tourism promotional activity, and to activities necessary for the maintenance and operation of the electric railway system.

b. Electric Railway Museum. The operation, use and promotion license granted herein for the City's electric railway museum shall be restricted to the use and operation of the electric railway museum on a non-profit basis for the benefit, education and enjoyment of the public, as a tourist attraction and a tourism promotional activity, and to activities necessary for the care and maintenance of the electric railway museum.

3. Maintenance.

The Trolley system is an asset of the City of Yakima. Any work on a building, within the right-of-way, or improvement to any physical asset associated with the Trolley system that meets the definition of a 'public work' under RCW 39.04 shall be performed in compliance with RCW 39.04 and any other applicable requirements under Washington law. Nothing in this Agreement is intended to expand or limit the definition of a 'public work' beyond what is set forth in RCW 39.04.

a. General Maintenance. In consideration of the license granted herein, YVT assumes responsibility for and agrees to maintain the City's electric railway system, including trolley cars, engines, way cars, associated railway rolling stock, and electric railway system parts, overhead wiring, track, supplies, tools, machines, associated equipment and materials and the electric railway museum in good repair and in as clean, neat and orderly manner as reasonably possible. YVT must coordinate all significant general maintenance work with the, Community Development Director, or their designee. Significant general maintenance work shall be defined as any work within the City R/W, work requiring the use of any City funding including the Trolley Fund over $1000.00, or work with an estimated cost exceeding $5,000.00. This includes work or additions to a building or structure that is not already present, work on trolley tracks or poles, landscaping improvements not already installed, replacement of track, ties, catenary lines, poles, lighting, and bridge work.

4. Budget and Expenditures.

The City has created Fund 162 – Trolley for administration costs associated with maintenance and operation of the electric railway system and electric railway museum. $10,000 yearly may be available to YVT to provide for overhead costs if appropriated by the City Council, in its sole discretion. YVT shall submit quarterly invoices for administration costs. Certain recurring administration expenditures, mutually agreed upon by the City and YVT and designated herein under Exhibit D, shall be considered routine and shall be approved by the Community Development Director without delay, subject to the availability of funds. Those expenditures from Fund 162 – Trolley not considered routine will be covered under section 4 (b). Failure to submit quarterly invoices may result in non-payment or untimely payment from the City.

a. Annual Operation and Maintenance Budget. YVT shall submit a proposed annual budget of expenditures relating to Fund 162 – Trolley to the Community Development Director for the operation and maintenance of the electrical railway system and the electrical railway museum. This proposed budget shall be submitted during the City Council's normal budget preparation cycle in October of the year before the proposed annual budget is to be implemented. YVT will coordinate with the Community Development Director or their designee to provide a budget consistent with City format for timely internal review by the City. The first year of the agreement the budget proposal for 2025 is due to the City by June 30, 2025. Any requests for reimbursement exceeding the Fund 162 amount shall be rejected. YVT is responsible for all expenses in excess of the Fund 162 balance unless otherwise outlined in this Agreement or approved by the City Council.

b. City Approval Required for Maintenance and Operation Expenditures. To the extent that YVT requires and seeks funding from the City for any expense and/or costs related to the maintenance and/or operation of the City's electrical railway system and electrical railway museum, beyond those expenditures mutually agreed upon in advance by the YVT and City under Exhibit D, YVT shall seek and obtain approval of the City before incurring the respective expense and/or costs in accordance with the following:

- The Community Development Director or their designee must review and approve all expenses/costs of $2,500 or less.
- The City Manager or their designee must review and approve all expenses/costs between $2,500.01 and $10,000.
- The City Council must review and approve all expenses/costs in excess of $10,000.
- No expenditure may be made from the trolley fund established under YMC Chapter 3.95 without Community Development Director approval and can only be used for the purposes specified in YMC § 3.95.010.
- Failure to receive approval prior to expenditures may result in expenses not being eligible for reimbursement and/or denial of reimbursement requests.

c. Compliance with City Purchasing Policies. YVT shall comply with applicable City purchasing policies, procedures and instructions when purchasing equipment, materials, and supplies necessary for the operation and maintenance of the electrical railway system with funds provided and/or obtained by the City for trolley purposes. YVT shall work through the Trolley Liaison to purchase all such equipment, materials and supplies purchased with funds provided and/or obtained by the City in the name of the City. Purchasing policies are found online and will be provided upon request to YVT. YVT should consult Purchasing, or the Trolley Liaison, whenever purchasing equipment, materials, and supplies. Failure to follow City purchasing policies will result in denial of reimbursement for expenses.

d. Revenues from Operation of the Electrical Railway System and Electric Railway Museum. Fare revenue derived from the operation of the electrical railway system and electric railway museum shall be used in accordance with YMC §3.95.010 for the acquisition, operation, maintenance and capital improvements of the electrical railway system and electric railway museum and for no other purposes. Should this Agreement be terminated for any reason, any funds obtained prior to termination still held by YVT shall be transferred to the City to be used in accordance with YMC 3.95.010 and this Section.

e. Revenues from Other Sources. Should YVT derive revenue from sources other than from the operation of the electrical railway system and electric railway museum, such as, but not limited to, donations to YVT, gift shop sales, charter fees, special events, or membership dues to YVT, those revenues are solely the property of YVT to be used as YVT deems appropriate for YVT and/or the electrical railway system and electric railway museum.

Yakima Valley Trolleys (YVT) shall obtain written approval from the City of Yakima's Community Development Director prior to initiating contact with potential funding sources or submitting any grant applications or requests for capital improvement funding related to City-owned trolley infrastructure or equipment. This requirement applies specifically to activities involving capital projects. Written approval is not required for routine YVT fundraising activities or events intended to support maintenance and operations, including those at which general donations are accepted.

Safety and Accident Reporting Requirements. When operating and maintaining the electrical railway system and museum under this License Agreement, YVT shall comply with safety and accident reporting requirements of the City of Yakima and any other applicable federal, state and/or local laws, rules, and regulations. YVT shall prepare a Safety Plan within three (3) months of execution of the agreement. The Plan will include how YVT will conduct operations to ensure volunteer and passenger safety as well as reporting accidents to the City. The Plan should be similar to plans in accordance with WAC 468-550-040(4). The Safety Plan shall be approved by the Community Development Director. Failure to operate under an approved Plan may be considered a default.

Notification and Investigation of Accidents. YVT shall be responsible for and shall comply with all notification, reporting and investigation requirements of the approved Safety Plan regarding accident, incident, or unacceptable hazardous conditions as those terms are defined in the Safety Plan, including but not limited to: notifying the City within twenty- four (24) hours of the occurrence of any reportable incident, or the discovery of any unacceptable hazardous condition; and investigating all reportable incidents and unacceptable and issuing a written investigation report to the City within forty-five (45) calendar days after the occurrence of the incident, or discovery of the unacceptable hazardous condition. Failure to comply with this section shall result in termination of this Agreement.

5. Surrender of Property. YVT agrees that at the expiration of this License Agreement, YVT will quit and surrender to the City the electric railway system and electric railway museum. YVT shall surrender the electric railway system and electric railway museum in as good a state

and condition as when received by YVT or as improved thereafter, with the exceptions of ordinary wear and tear, theft, vandalism, natural or manmade disaster, or other circumstances beyond YVT's control. YVT will deliver all keys to said property to the City Community Development Director.

6. Term. The term of this License Agreement shall commence on January 1, 2025 and shall terminate at midnight, December 31, 2034, unless sooner terminated by either party in accordance with Section 24 of this License Agreement.

7. Inspection and Audit. YVT shall maintain (in accordance with generally accepted accounting practices) books, accounts, records, documents and other materials related directly or indirectly to the costs, expenses and revenues of the operation and maintenance of the City's electric railway system and electrical railway museum as licensed under this License Agreement. All such books, accounts, records, documents and other materials shall be subject to inspection and audit at reasonable times by representatives of the City and/or of the Washington State Auditor. YVT shall make such books, accounts, records, documents and other materials available and shall afford the proper facilities for such inspection and/or audit within forty-eight (48) hours of inspection/audit notification from City representatives and/or the Washington State Auditor. Such books, accounts, records, documents and other materials may be copied by representatives of the City and/or of the Washington State Auditor as part of such an inspection/audit. YVT shall preserve and make available all such books, accounts, records, documents and other materials for a period of at least three (3) years after termination of this License Agreement. In addition, and as a non-profit corporation, YVT shall maintain and make available its tax returns to anyone who desires to review and inspect such tax returns as applicable by IRS law. Upon termination of the agreement, YVT shall provide all tax returns for all years YVT operated under this Operations and Maintenance Agreement.

8. Independent Contractor Status of YVT. YVT and the City understand and expressly agree that YVT is an independent contractor with regard to the use, operation, promotion and maintenance of the City's electric railway system and electric railway museum under this License Agreement. No officer, employee, volunteer, and/or agent of YVT shall act on behalf of or represent him or herself as an agent or representative of the City. No officer, employee, volunteer, and/or agent of YVT shall make any statement in the name of or on behalf of the City. YVT, as an independent contractor, assumes the entire responsibility for using, operating, promoting, and maintaining the electric railway system and electric railway museum. YVT and its officers, employees, volunteers, agents and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between YVT and the City.

9. Taxes and Assessments. YVT shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this License Agreement.

10. Nondiscrimination Provision. During the performance of this License Agreement, YVT shall not discriminate in violation of any federal, state, and/or local law and/or regulation on the basis of race, age, color, sex, religion, national origin, creed, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, selection for training, and the provisions of services under this License Agreement.

11. The Americans with Disabilities Act. YVT shall comply with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations ("WLAD"), with regard to the activities and services provided pursuant to this License Agreement. The ADA and the WLAD provide comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

12. Compliance With Law. YVT shall obtain and maintain all permits and/or licenses from the City, state and/or federal government necessary and/or required to use, operate, promote and maintain the City's electric railway system and electric railway museum under this License Agreement. Further, YVT shall use, operate, promote and maintain the City's electric railway system and electric railway museum under this License Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

13. Debts and Liens. YVT shall not permit/allow any lien to attach to the City's electric railway system, electric railway museum and/or any other City property. YVT shall not permit/allow any debt to be imposed on the City as a result of YVT's use, operation, promotion and/or maintenance of the City's electric railway system and electric railway museum under this License Agreement. In the event of any such lien and/or debt, YVT shall immediately take all necessary steps to have the City and City property legally released from said lien and/or debt.

14. Compliance With Environmental Laws.

a. YVT represents warrants and agrees that it will use, operate and maintain the City's electric railway system and/or electric railway museum in compliance with all applicable environmental laws. As used in this License Agreement, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and any Washington or other comparable local, state, or federal regulation, statute, ordinance and/or law pertaining to the environment or natural resources.

b. Toxic or hazardous substances are not allowed on the subject property without the express written permission of the City and under such terms and conditions as may be specified by the City. For the purposes of this License Agreement, "Hazardous Substances," shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., and the Washington Model Toxic Control Act, RCW 70.105D et seq. Within thirty (30) days of execution

of this Agreement, YVT shall provide the City with a written list of any substances/materials/products necessary to operate, use and maintain the City's electric railway system and electric railway museum that have specific MSDS storage or use requirements. The City shall notify YVT in writing of the City's approval or rejection of the list of substances/materials/products no later than thirty (30) days after receiving said list. In the event the City's approval of the use of any particular listed substance/material/product is granted, the disposal of such must be done in a legal manner according to applicable laws and regulations by the YVT.

c. YVT agrees to protect, indemnify and hold harmless the City from and against any claims or losses arising out or related to the presence or release of any hazardous substances by YVT while performing this Agreement, except to the extent caused by spilling, generating, handling, disposing, or releasing of hazardous waste or substances, by the City, its agents, employees, or contractors or third parties. YVT may operate, use and store standard products and equipment such as batteries in order to conduct business provided such use is in accordance with all applicable environmental federal, state and local laws, requirements and regulations. YVT agrees to cooperate in any environmental investigations conducted by the City or independent third parties where there is evidence of contamination on the subject property, or where the City is directed to conduct such audit by an agency or agencies having jurisdiction. YVT shall provide the City with notice of any inspections of the subject property, notices of violations, and orders to clean up contamination.

d. Failure to provide this information may result in termination of the agreement per Section 24.

15. <u>General Indemnification and Hold Harmless</u>.

a. YVT shall take all necessary precautions in performing its obligations under this Agreement to prevent injury to persons or property. YVT agrees to release, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Agreement or the acts, failures to act, errors or omissions of YVT, or any of YVT's agents or subcontractors, in performance of this Agreement, except for claims caused by the City's sole negligence.

b. Industrial Insurance Act Waiver. It is specifically and expressly understood that YVT waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. YVT's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. YVT shall require that its subcontractors, and anyone directly or indirectly employed or hired by YVT, and anyone for whose acts YVT may be liable in connection with its performance of this Agreement, comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The Parties acknowledge that they have mutually negotiated this waiver.

c. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of YVT and the City, YVT's liability, including the duty and cost to defend, shall be only to the extent of YVT's negligence.

d. Nothing in this section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.

e. The terms of this section shall survive any expiration or termination of this Agreement.

16. Liability Insurance. The City agrees to provide YVT with liability and directors and officers insurance, each with a minimum liability limit of $2,000,000 combined single limit bodily injury and property damage. Said policy shall be in effect for the duration of this License Agreement. The policy shall name the City, its elected officials, officers, agents, and employees as additional insureds. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

17. Documents, Records, and Records Retention.

a. The records relating to this Agreement shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve YVT of responsibility for performance of this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. YVT shall provide the City sufficient, safe, and proper facilities, and/or send copies of the requested documents to the City. Contractor's records relating to this Agreement will be provided to the City upon the City's request.

b. YVT shall promptly furnish the City with such information and records which are related to this Agreement as may be requested by the City. Until the expiration of six (6) years after termination of this Agreement, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, YVT shall retain and provide the City access to (and the City shall have the right to examine, audit and copy) all of YVT's books, documents, papers and records which are related to this Agreement. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

c. All records relating to this Agreement must be made available to the City, and the records relating to this Agreement are City of Yakima records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to YVT's responsibilities under this Agreement must be retained by YVT for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.

d. Nothing in this Agreement shall be interpreted to require YVT to disclose records that are unrelated to the performance of this Agreement (including personnel files or trade secrets that have no direct bearing on the contractual obligations) unless disclosure of such records is specifically required by law.

e. The terms of this section shall survive any expiration or termination of this Agreement.

18. Assignment. This License Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by YVT to any other person or entity

19. Waiver of Breach. A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this License Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party

to insist upon strict performance of any License Agreement, covenant or condition of this License Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such License Agreement, covenant, condition or right.

20. Severability. If any provision of this License Agreement is determined to be invalid and unenforceable, all of the other provisions of this License Agreement shall remain valid and enforceable notwithstanding, unless the provision found to be invalid and unenforceable is of such material effect that this Agreement cannot be performed in accordance with the intent of the parties in absence thereof.

21. Ambiguities Shall Not Be Construed Against the Drafter. Both the City and YVT have participated in the drafting of this License Agreement. As such, the parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this License Agreement.

22. Termination. Either party, through their respective representatives who have signed this Agreement, or their successors, may terminate this License Agreement, with or without cause, by giving the other party sixty (60) calendar days prior written notice of termination.

23. Survival. Any provision of this License Agreement which imposes an obligation after termination or expiration of this License Agreement shall survive the term or expiration of this License Agreement and shall be binding on the parties to this License Agreement.

24. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties to their addresses as follows:

TO CITY:
Community Development Director
City of Yakima
129 North Second Street
Yakima, WA 98901

TO YVT:
President
Yakima Valley Trolleys
P.O. Box 796
Yakima, WA 98907

Or for hand delivery:
Yakima Valley Trolleys
313 N 3rd St
Yakima, WA 98901

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when mailed or hand delivered at the addresses specified above.

25. Governing Law. This License Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

26. Trolley Liaison. The YVT shall allow the City to have a liaison to attend Board meetings. Said Liaison shall be a City employee appointed by the City Manager and shall not have any voting rights on the Board. The Liaison may attend YVT Board meetings and assist the YVT with

agreement compliance and guidance regarding City policies and procedures.

27. **Venue.** The venue for any action to enforce or interpret this License Agreement shall lie in a court of competent jurisdiction that is located in Yakima County, Washington.

28. **Integration.** This written document constitutes the entire License Agreement between the City and YVT and supersedes any and all previous written and/or oral License Agreements between the parties. There are no other oral or written License Agreements between the parties as to the matters covered herein. No changes or additions to this License Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

CITY OF YAKIMA

By:_____
Victoria Baker, City Manager

Date:_____

ATTEST:

_____
City Clerk

YAKIMA VALLEY TROLLEYS

By:_____
Ken Johnsen, President of the Board

Date:_____

City Contract No.____

Exhibit A

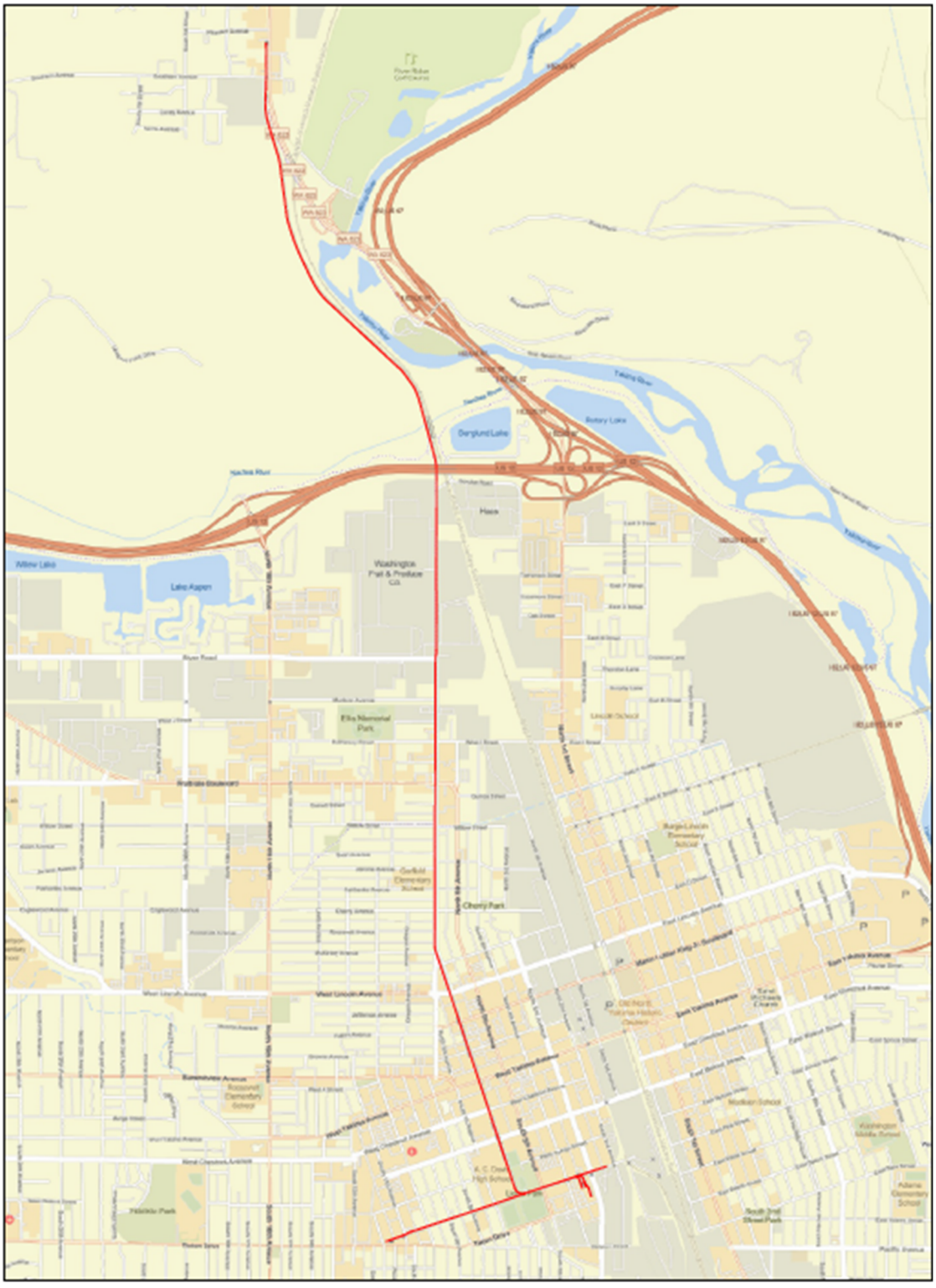

Swanson Lake
Rotary Lake
Lake Aspen
Willow Lake
Washington Park & Pinelake Co.
Elks Memorial Park
Cherry Park
Roosevelt Elementary School
Garfield Elementary School
Range-Lincoln Elementary School
Madison School
Washington Middle School
Adams Elementary School
A. C. Davis High School
Fireside Park
South 2nd Street Park
Yakima River
Naches River
Ahtanum Creek
Cowiche Creek
Nob Hill Boulevard
River Road
West Lincoln Avenue
East Lincoln Avenue
West Yakima Avenue
East Yakima Avenue
Martin Luther King Jr. Boulevard
Summitview Avenue
South 16th Avenue
South 40th Avenue
South 1st Street
South 6th Street
South 9th Street
South 10th Street
South 12th Street
South 13th Street
South 14th Street
South 18th Street
South 24th Street
South 38th Street
South 48th Street
Keys Road
Powerline Road
Terrace Heights Drive
Fruitvale Boulevard
Rudkin Road
Naches Road
Tieton Drive
Nob Hill Boulevard
Yakima Valley Highway
Interstate 82
Interstate 82 Business
Interstate 82 Business Loop
Interstate 82 Business Spur
Interstate 82 Business Loop
Interstate 82 Business Spur
Interstate 82 Business Loop
Interstate 82 Business Spur

Exhibit B

City of Yakima Property for the Yakima Valley Trolleys (YVT)
Parcel #181324-44465

Yakima County Assessor's Legal Description for this parcel # 181324-44465

County Narrative Description : LUND'S ADDTO NORTH YAKIMA: PT BLK 255 & VAC ALLEY & VAC ST DESC AS FOL: BEG NE COR SD BLK 255, TH S 71^ 23' 15"" W 187 FT ,TH S 18^ 37' 15"" E 177 FT, TH N 63^ 37' 15"" E 51 FT,FT, TH S 18^37'15""E 153.76 FT, TH N 71^23'15""E 138.45 FT TO E LN OF SD BLK 255, TH N 18^37'15""W AL SD E LN TO POB

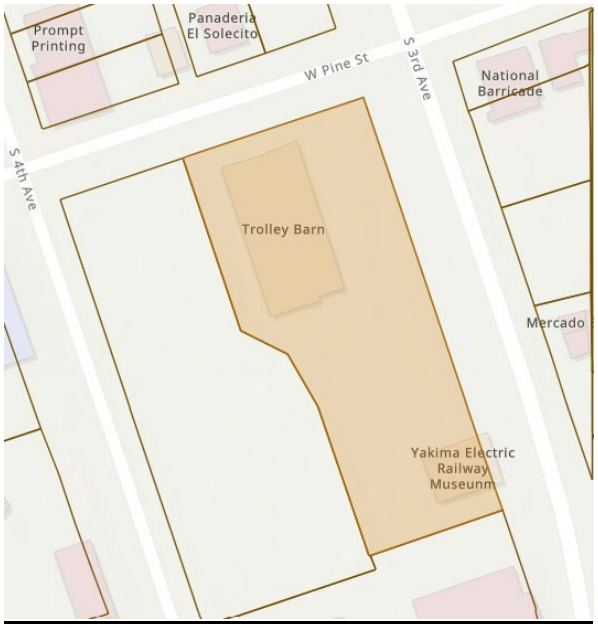




EXHIBIT "C"

An inventory of the electric railroad system owned by the City of Yakima
As of January 27, 2025, compiled by Kenneth G. Johnsen.

Items located on City property which are not owned by the City are not included in this list.

1. Approximately 5 miles of standard gauge track located in the YVT yard, on Pine Street; on North 6th Avenue, in Selah Gap and in Selah.

2. Approximately 5 miles of overhead contact system, portions of which are temporarily removed due to theft or accidental damage.

3. Structures
   A. Powerhouse
   B. Carbarn
   C. Oil Shed
   D. Pegram Truss Bridge at Naches River

4. Locomotives, trolley cars and freight cars
   A. Master Unit #21, Brill, 1930
   B. Master Unit #22, Brill, 1930
   C. Oporto #1776, STCP, 1928
   D. Oporto #1976, STCP, 1928
   E. Freight Motor #298, General Electric, 1922
   F. Line Car #A, Niles Car Company, 1910
   G. Tank Car U.P. #68130, 1958
   H. Flatcar YVT #1014, 1928
   I. Flatcar YVT #1015, 1928

5. Three four-wheel track push cars

6. Motor Vehicles
   A. Chevrolet YVT #A-6, 1968
   B. International Harvester YVT #A-7, 1956
   C. Chevrolet van #Yakima Interurban Trolley Lines

7. Track materials in YVT yard
   A. Approximately 300 railroad ties
   B. Approximately 65 33-foot lengths of 60# rail
   C. Switch points and frogs for approximately 12 turnout switches.
   D. 9 railroad crossing sign posts
   E. 20 pallets of tie plates (mostly 60# rail, some 90# rail)
   F. 9 pallets offish plates (mostly 60# rail, some 90# rail)
   G. 7 pallets of other miscellaneous track parts H
   H. 2 Nelson in-street switch machines
   I. 13 standard YVT switch machines
   J. 3 barrels of railroad spikes
   K. 1 barrel of track bolts
   L. 2 pair truck hyrail wheels (enough for one truck)
   M. 2 couplers and other miscellaneous railcar parts
   N. 5 5000-foot spools of guy wire
   O. 3 3000-foot spools of aluminum feeder wire (damaged by vandals)
   P. 6 spools messenger wire

8. Carbarn main room
    A. Motor/generator set #3
    B. Two wheel grinder
    C. Belt drive machine shop equipment

        1. General Electric motor
        2. Hallidie Machinery Company lathe
        3. National Machinery Company milling machine
        4. Hallidie Machinery Company milling machine
        5. Cincinnati Shaper Company 20-inch shaper

    D. Press
    E. 5 spare trolley poles with harps and wheels
    F. 57 mast arm assemblies

9. Carbarn forge room
    A. Blacksmith's forge and hood
    B. Assorted blacksmith's tools
    C. P & H arc welder on highway wheels

10. Carbarn Office
    A. Desk
    B. Table and 10 folding chairs
    C. Air conditioner

11. Carbarn tool room
    A. Assorted hand tools (drills, wrenches, hammers, screwdrivers, saws, etc.)
    B. Assorted spare parts for trolleys
    C. Assorted spare parts for overhead wire
    D. Assorted railroad crossing signs

12. Carbarn sand room
    A. Assorted outdoor tools (shovels, rakes, picks, bars, brooms, etc.)
    B. 6 track jacks
    C. Gas powered rail saw
    D. Rail drill
    E. Assorted road work signs
    F. 3 large cones
    G. Miscellaneous other materials and parts

13. Powerhouse main room
    A. Motor/generator #1
    B. Motor/generator #2
    C. Switching equipment for motor/generators #1 and #2
    D. Rectifier #1
    E. Rectifier #2
    F. Rectifier #3
    G. Dynamic brake unit #3
    H. Automatic voltage sensing unit
    I. Cabinet with spare parts for rectifiers
    J. YVT McKee waiting-station

K. 2 donation boxes
L. 2 rows of five theater seats
M. Television and VCR on portable dolly
N. Bathroom with toilet, 1911 sink and inline water heater.

14. Powerhouse gift shop
    All items, display cases and cash register are Yakima Valley Trolleys property.

15. Powerhouse vault
    Storage for Yakima Valley Trolleys' records and proprietary items.

16. Powerhouse office
    A. Desk and chair
    B. Typewriter
    C. Adding machine
    D. Mimeograph machine
    E. 4 file cabinets
    F. YVT Telephone

17. Fuel shed
    A. Assorted lubricants for trolleys
    B. Assorted paints
    C. Electric gasoline pump
    D. Fuel for power car

Exhibit D

The following items are mutually agreed upon by the City and YVT to be recurring administration expenditures which YVT shall routinely submit to the City for prompt reimbursement from Fund 162 – Trolley, subject to availability of funds. Backup material for all reimbursement items must be provided.

1. Gas utility bills
2. Electric utility bills
3. Water and sewer utility bills
4. Solid waste utility bills
5. Phone, internet, and telecommunications bills

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. 7.F.
For Meeting of: August 19, 2025

ITEM TITLE: Resolution authorizing a First Response Agreement between Yakima County Fire Protection District No 4, the City of Union Gap Fire Department and the City of Yakima Fire Department (No Budgetary Impact)

SUBMITTED BY: Aaron Markham, Yakima Fire Chief

SUMMARY EXPLANATION:

The purpose of this agreement is to establish an inter-local agreement for automatic aid response. The reason for this agreement is because Yakima County Fire Protection District No 4 (East Valley Fire Department) has jurisdiction on sections of land that is located on the west side of the Yakima River making access be their agency difficult in an emergency scenario. This land is adjacent to the City of Union Gap Fire Department's jurisdiction, which emergency services are provided by the City of Yakima Fire Department, through a contract. These properties are more easily accessed by Yakima Fire personnel. The property owners in this area pay taxes to the fire district. With this agreement, the City of Yakima Fire Department, as the service provider for the City of Union Gap Fire Department, will be the primary responding agency to the geographical location known as Fire Response Area 96B which is located west of the Yakima River along the I-82 corridor. In return, Yakima County Fire Protection District No 4 (East Valley Fire Department) will provide a Type 1 engine to all first alarm structure fires in Fire Response Area YK96 (the City of Union Gap Fire Department's jurisdiction) as well as provide a Type 1 engine to all first alarm commercial structure fires east of First Avenue in Fire Response Area YK91 (City of Yakima's Station 91 response zone).

ITEM BUDGETED: N/A

STRATEGIC PRIORITY 24-25: A Safe and Healthy Yakima

RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:
Resolution.docx
Contract.pdf

RESOLUTION NO. R-2025-___

A RESOLUTION authorizing a First Response Agreement between Yakima County Fire Protection District No 4 (Fire District), the City of Union Gap Fire Department (Union Gap) and the City of Yakima Fire Department (Yakima) for emergency aid response services.

WHEREAS, Yakima and the Fire District each independently operate organized and staffed fire departments trained and equipped to provide emergency aid responses in their respective jurisdictions; and

WHEREAS, Yakima provides fire protection and emergency medical services to Union Gap via a Fire Protection Services Interlocal Agreement; and

WHEREAS, Union Gap is geographically located to afford greater fire suppression and emergency medical services than the Fire District is inside of Fire Response Area 96B; and

WHEREAS, the Fire district has the ability to provide a Type 1 engine to respond to all first alarm structure fires in Union Gap and all first alarm commercial structure fires in Yakima's Station 91 area east of First Avenue; and

WHEREAS, Yakima has the ability to provide fire protection and emergency medical services to Fire Response Area 96B; and

WHEREAS, the City Council finds and determines that approval of the First Response Agreement between Yakima, Union Gap and the Fire District is in the best interests of the residents of the City of Yakima, and that such approval will promote the general health, safety and welfare of the City; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager is authorized and directed to sign the First Response Agreement entitled "First Response Agreement", attached hereto and incorporated herein by this reference.

ADOPTED BY THE CITY COUNCIL this 19th day of August, 2025.

Patricia Byers, Mayor

ATTEST:

Rosalinda Ibarra, City Clerk

FIRST RESPONSE AGREEMENT

This agreement is entered into between Yakima County Fire Protection District No 4 "Fire District", the City of Union Gap Fire Department "Union Gap," and the City of Yakima Fire Department "Yakima."

RECITALS

1. The Fire District and Yakima own and maintain equipment for the suppression of fires and for the supplying of emergency medical services and retain personnel who are trained to provide various levels of emergency medical services.

2. Yakima provides fire protection and emergency medical services to Union Gap.

3. This agreement shall not modify or effect any existing agreement(s) by or between any of the parties hereto except as expressly stated herein. Any such existing agreement(s) shall remain in full force and effect.

4. It is the purpose of this agreement to establish a mutual automatic aid between the parties to this agreement in specific situations to afford greater fire suppression and emergency medical services to each of the parties.

AGREEMENT

The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

1. **Automatic Aid Response Area.** Yakima, as the service provider for Union Gap, shall be the primary responder to the 96B response area located in the Fire District.

2. **Fire District Response Support.** The Fire District shall provide a Type 1 engine to respond to all first alarm structure fires in Union Gap. The Fire District will provide a Type 1 engine to respond to all first alarm commercial structure fires in Yakima's Station 91 area east of First Avenue.

3. **Dispatch.** The Chief of each party, or the Chief's authorized representative, shall instruct their respective dispatch centers of the above response area agreements.

4. **Response Procedure.** On receipt of an alarm covered by Sections 1 or 2, the receiving party, provided the required equipment and personnel are available, shall immediately dispatch equipment and personnel reasonably necessary for adequate response prescribed as set forth above. In the event such equipment and personnel are not available, the receiving party shall immediately advise Suncomm of that fact.

5. **Compensation.** This Agreement provides a mutual benefit to each party and no additional compensation shall be made. Nothing in this agreement shall prohibit any party to this agreement from seeking financial assistance from federal and state agencies where financial assistance is available to reimburse the assisting party for losses or damages incurred in responding under this agreement.

6. **Term.** This Agreement shall remain in effect until such time as the 96B response area is annexed into Union Gap at which time the Agreement shall terminate without any action by any of the parties. Any party may terminate this Agreement with 60 days advance written notice to the other parties.

7. **Liability.** Each party agrees to assume responsibility for any and all liabilities, claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable costs and attorney fees) that occur or arise in any way out of the performance of this agreement by its employees, officials, personnel, volunteers, or agents and to save and hold the other party, its employees, officials, personnel, volunteers, and agents, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees, officials, personnel, volunteers, or agents relating to the performance of this agreement.

8. **Insurance.** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

9. **MISCELLANEOUS.**

9.1. **No Separate Entity Created.** This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.

9.2. **Administration.** Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the chief officers of the respective Parties.

9.3. **Property Ownership.** This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by each party to enable it to perform the services required under this agreement, shall remain the property of the original owner in the event of the termination of this agreement.

9.4. **Governing Law.** This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington.

9.5. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.

9.6. **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

9.7. **Counterparts.** This Agreement may be signed in counterparts and is binding between any all parties who are signatories to this Agreement, whether or not all of the main parties have signed.

9.8. **Compliance with Law.** The parties agree to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules and regulations

adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local or otherwise.

9.9. **No Third Party Rights**. This Agreement is solely for the benefit of the parties hereto, and creates no rights and/or benefits of any kind or type to any third parties.

9.10. **Severability**. If any portion of this Agreement is changed per mutual agreement, or any portion is held invalid, the remainder of this Agreement shall remain in full force and effect.

9.11. **Filing**. A copy of this Agreement shall be filed with the Yakima County auditor's office or alternatively, listed by subject on a public agency's website or other electronically retrievable public source pursuant to RCW 39.34.040.

By: _____

Raymond Lamoureux, Fire Chief

DATE: June 23, 2025

By: _____

Vicki Baker, City Manager

DATE: _____

By: _____

Aaron Markam, Fire Chief

DATE: 7/28/25

CITY OF UNION GAP FIRE DEPARTMENT

By: _____

Gregory Cobb, City Manager

DATE: 7/15/25

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. 7.G.
For Meeting of: August 19, 2025

ITEM TITLE: Resolution authorizing agreements with Flock Safety for annual subscription renewals (General Fund)

SUBMITTED BY: *Lt. Tory Adams, Police Department
Christina Payer, Buyer II, Purchasing Division

SUMMARY EXPLANATION:

If approved, these agreements will enable the Police Department to continue their annual subscription renewals. The renewals are for Flock Safety Platform Hardware and Software Products. Specifically license plate recognition (LPR) cameras with vehicle fingerprint technology and cloud-based software platform.

Under the newly established agreements, the City will transition vendors for these services from Insight Public Sector to Flock Partners. Furthermore, these annual renewals do not include the purchase of new equipment or technology, but to modify the payee for the products and services the City already receives.

Flock Safety's LPR technology captures and identifies vehicle license plates, providing a crucial tool for tracking vehicles involved in crimes or other incidents. The software platform acts as a central hub, integrating data from LPR, video, and audio detection, as well as other sources, to provide a comprehensive view of incidents and facilitate investigations.

Additionally, Flock Safety's solutions are used by communities, law enforcement agencies, and businesses to improve public safety, deter crime, and solve cases. The platform's ability to integrate data and share information across different jurisdictions helps law enforcement agencies collaborate and solve crimes that span multiple areas

The combined value of all annual renewals is $269,650.

ITEM BUDGETED: Yes

STRATEGIC PRIORITY 24-25: A Safe and Healthy Yakima

RECOMMENDATION: Adopt Resolution

ATTACHMENTS:
Resolution_Flock Safety Agreements.docx
1-Flock 06-17-25 - 06-16-26.pdf
2_Flock 08-24-25 - 08-23-26.pdf

3_Flock 08-25-25 - 08-24-26.pdf
4_Flock 09-06-25 - 09-04-26.pdf
5_Flock 11-02-25 - 11-01-26.pdf

RESOLUTION NO. R-2025-

A RESOLUTION authorizing agreements with Flock Safety for annual subscription renewals for the Yakima Police Department. (General Fund)

WHEREAS, the City of Yakima entered into an Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners, via approved resolution R-2021-021, and is registered as a participating agency with OMNIA Partners under the assigned number 1146160; and

WHEREAS, Flock Safety participated in the competitive bid process in response to RFP #25-02 by submitting a proposal, which was awarded through OMNIA Partners to Flock Safety under contract #R250203 and,

WHEREAS, the City of Yakima desires to purchase off the OMNIA Partners contract to facilitate the procurement of Flock Safety Platform Hardware and Software Products. These products specifically include license plate recognition cameras with vehicle fingerprint technology and an integrated public safety platform software system (cloud-based software platform); and

WHEREAS, under the newly established agreement, the City will transition vendors for these services from Insight Public Sector to Flock Partners. Furthermore, this agreement does not include the purchase of new equipment or technology, but to modify the payee for the products and services the City already receives. Flock Safety agrees to deliver these products pursuant to the OMNIA Partners contract under the terms and conditions found in the attached agreements; and

WHEREAS, the Scope of Services and Budget meet the needs and requirements of the City of Yakima for these services, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager is hereby authorized to execute Agreements with Flock Safety, attached hereto and incorporated herein by this reference. The combined value of all annual renewals is $269,650.

ADOPTED BY THE CITY COUNCIL this 19th day of August 2025.

_____
Patricia Byers, Mayor

ATTEST:

_____
Rosalinda Ibarra, City Clerk

Docusign Envelope ID: AEBFB393-4AF0-4AFC-8B92-3A6BD8B311BB

Flock Safety + WA - Yakima PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Gaby Mahoney
gaby.mahoney@flocksafety.com
+16505158062

flock safety

Docusign Envelope ID: AEBFB393-4AF0-4AFC-8B92-3A6BD8B311BB

EXHIBIT A
ORDER FORM

Customer:	WA - Yakima PD	Initial Term:	12 Months
Legal Entity Name:	WA - Yakima PD	Renewal Term:	12 Months
Accounts Payable Email:		Payment Terms:	Net 45
Address:	2701 E Insight Way Chandler, Arizona 85286	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$67,450.00**
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	22	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$67,450.00
Annual Recurring Subtotal:	$67,450.00
Discounts:	$250.00
Estimated Tax:	$0.00
Contract Total:	$67,450.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:
• This term shall be effective 6/17/2025 - 6/16/2026.
OMNIA Contract #RS250203

Docusign Envelope ID: AEBFB393-4AF0-4AFC-8B92-3A6BD8B311BB

Flock Safety LPR Products	Unit Price
Flock Safety LPR, fka Falcon	$2,850.00
Flock Safety FlockOS Add Ons	
Flock Safety Advanced Search	$4,750.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$67,450.00
Annual Recurring after Year 1	$67,450.00
Contract Total	$67,450.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$3,300.00
Flock Safety Add-ons	$250.00
Flock Safety Professional Services	$0.00

Docusign Envelope ID: AEBFB393-4AF0-4AFC-8B92-3A6BD8B311BB

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Advanced Search	Advanced Search is an optional upgrade for Law Enforcement Grade LPR cameras. Advanced Search includes Convoy Analysis, Multi Geo Search, and Visual Search.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Docusign Envelope ID: AEBFB393-4AF0-4AFC-8B92-3A6BD8B311BB

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Customer: WA - Yakima PD**	
By:	Signed by: 1024FAF1F68A40F...	By:	
Name:	Dan Haley	Name:	Victoria Baker
Title:	Chief Legal Officer	Title:	City Manager
Date:	8/1/2025	Date:	
		PO Number:	

Docusign Envelope ID: 7ADABAA7-4168-43F4-B45E-24B227DB390C

Flock Safety + WA - Yakima PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Gaby Mahoney
gaby.mahoney@flocksafety.com
+16505158062

flock safety

Docusign Envelope ID: 7ADABAA7-4168-43F4-B45E-24B227DB390C

flock safety

EXHIBIT A
ORDER FORM

Customer:	WA - Yakima PD	Initial Term:	12 Months
Legal Entity Name:	WA - Yakima PD	Renewal Term:	24 Months
Accounts Payable Email:	andrew.zuber@yakimawa.gov	Payment Terms:	Net 45
Address:	2701 E Insight Way Chandler, Arizona 85286	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$54,000.00**
Flock Safety Flock OS			
Flock Safety Platform -	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	20	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$54,000.00
Annual Recurring Subtotal:	$54,000.00
Estimated Tax:	$0.00
Contract Total:	$54,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

• This term shall be effective 8/24/2025 - 8/23/2026. OMNIA Contract #RS250203

Docusign Envelope ID: 7ADABAA7-4168-43F4-B45E-24B227DB390C

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$54,000.00
Annual Recurring after Year 1	$54,000.00
Contract Total	$54,000.00

*Tax not included

Docusign Envelope ID: 7ADABAA7-4168-43F4-B45E-24B227DB390C

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform -	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.

Docusign Envelope ID: 7ADABAA7-4168-43F4-B45E-24B227DB390C

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: Signed by: 1024FAF1F68A40F...

Name: Dan Haley

Title: Chief Legal Officer

Date: 8/1/2025

Customer: WA - Yakima PD

By:

Name: Victoria Baker

Title: City Manager

Date:

PO Number:

Docusign Envelope ID: F3B0FEEA-9E9A-440B-BF2C-62D100A56D51

Flock Safety + WA - Yakima PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Gaby Mahoney
gaby.mahoney@flocksafety.com
+16505158062

flock safety

Docusign Envelope ID: F3B0FEEA-9E9A-440B-BF2C-62D100A56D51

EXHIBIT A
ORDER FORM

Customer:	WA - Yakima PD	Initial Term:	12 Months
Legal Entity Name:	WA - Yakima PD	Renewal Term:	12 Months
Accounts Payable Email:	andrew.zuber@yakimawa.gov	Payment Terms:	Net 45
Address:	2701 E Insight Way Chandler, Arizona 85286	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$102,600.00**
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	36	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$102,600.00
Annual Recurring Subtotal:	$102,600.00
Estimated Tax:	$0.00
Contract Total:	$102,600.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:
• This term shall be effective 8/25/2025 - 8/24/2026
OMNIA Contract #RS250203

Docusign Envelope ID: F3B0FEEA-9E9A-440B-BF2C-62D100A56D51

Flock Safety LPR Products	Unit Price
Flock Safety LPR, fka Falcon	$2,850.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$102,600.00
Annual Recurring after Year 1	$102,600.00
Contract Total	$102,600.00

*Tax not included

Docusign Envelope ID: F3B0FEEA-9E9A-440B-BF2C-62D100A56D51

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Docusign Envelope ID: F3B0FEEA-9E9A-440B-BF2C-62D100A56D51

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Customer: WA - Yakima PD**	
By:	Signed by: 1024FAF1F68A40F...	By:	
Name:	Dan Haley	Name:	Victoria Baker
Title:	Chief Legal Officer	Title:	City Manager
Date:	8/1/2025	Date:	
		PO Number:	

Docusign Envelope ID: 42105FC6-7E8D-44B2-9875-F830319D875B

Flock Safety + WA - Yakima PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Gaby Mahoney
gaby.mahoney@flocksafety.com
+16505158062

flock safety

Docusign Envelope ID: 42105FC6-7E8D-44B2-9875-F830319D875B

EXHIBIT A
ORDER FORM

Customer:	WA - Yakima PD	Initial Term:	12 Months
Legal Entity Name:	WA - Yakima PD	Renewal Term:	12 Months
Accounts Payable Email:	andrew.zuber@yakimawa.gov	Payment Terms:	Net 45
Address:	2701 E Insight Way Chandler, Arizona 85286	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$25,650.00**
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	9	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$25,650.00
Annual Recurring Subtotal:	$25,650.00
Estimated Tax:	$0.00
Contract Total:	$25,650.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:
• This term shall be effective 9/6/2025 - 9/4/2026
OMNIA Contract #RS250203

Docusign Envelope ID: 42105FC6-7E8D-44B2-9875-F830319D875B

Flock Safety LPR Products	Unit Price
Flock Safety LPR, fka Falcon	$2,850.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$25,650.00
Annual Recurring after Year 1	$25,650.00
Contract Total	$25,650.00

*Tax not included

Docusign Envelope ID: 42105FC6-7E8D-44B2-9875-F830319D875B

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Docusign Envelope ID: 42105FC6-7E8D-44B2-9875-F830319D875B

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Customer: WA - Yakima PD**	
By:	Signed by: 1024FAF1F68A40F...	By:	
Name:	Dan Haley	Name:	Victoria Baker
Title:	Chief Legal Officer	Title:	City Manager
Date:	8/1/2025	Date:	
		PO Number:	

Docusign Envelope ID: 737E13D1-5384-407E-9444-87FE7F3F88BC

Flock Safety + WA - Yakima PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Gaby Mahoney
gaby.mahoney@flocksafety.com
+16505158062

flock safety

Docusign Envelope ID: 737E13D1-5384-407E-9444-87FE7F3F88BC

EXHIBIT A
ORDER FORM

Customer:	WA - Yakima PD	Initial Term:	12 Months
Legal Entity Name:	WA - Yakima PD	Renewal Term:	12 Months
Accounts Payable Email:	andrew.zuber@yakimawa.gov	Payment Terms:	Net 45
Address:	2701 E Insight Way Chandler, Arizona 85286	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$19,950.00**
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR Flex, fka Falcon Flex	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$19,950.00
Annual Recurring Subtotal:	$19,950.00
Estimated Tax:	$0.00
Contract Total:	$19,950.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:
• This term shall be effective 11/2/2025 - 11/1/2026
OMNIA Contract #RS250203

Docusign Envelope ID: 737E13D1-5384-407E-9444-87FE7F3F88BC

Flock Safety LPR Products	Unit Price
Flock Safety LPR Flex, fka Falcon Flex	$3,325.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$19,950.00
Annual Recurring after Year 1	$19,950.00
Contract Total	$19,950.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR Flex, fka Falcon Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Docusign Envelope ID: 737E13D1-5384-407E-9444-87FE7F3F88BC

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: Signed by: 1024FAF1F68A40F...

Name: Dan Haley

Title: Chief Legal Officer

Date: 8/1/2025

Customer: WA - Yakima PD

By:

Name: Victoria Baker

Title: City Manager

Date:

PO Number:

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. 7.H.
For Meeting of: August 19, 2025

ITEM TITLE: Resolution authorizing a renewal of the service agreement with Penser North America, Inc., to serve as third party administrator of the City's workers' compensation program (Internal Service Fund)

SUBMITTED BY: Connie Mendoza, Director of Human Resources

SUMMARY EXPLANATION:

Resolution authorizing a renewal of the service agreement with Penser North America, Inc., to serve as third party administrator of the City's workers' compensation program. The City of Yakima requires professional services to investigate, settle, and otherwise administer the City's workers' compensation claims, which services include on-line data services to assist with the administration of the claims. Penser North America, Inc., has provided these services to the City since July 2022, and is willing to continue to do so in accordance with the terms and conditions of the attached five-year agreement.

ITEM BUDGETED: Yes

STRATEGIC PRIORITY 24-25: A Resilient Yakima

RECOMMENDATION: Approve

ATTACHMENTS:
Resolution Penser Agreement 2025-2030.docx
Penser TPA Services Contract-City of Yakima-Signed.pdf

RESOLUTION NO. R-2025-____

A RESOLUTION authorizing a renewal of the service agreement with Penser North America, Inc., to serve as third party administrator of the City's workers' compensation program.

WHEREAS, the City of Yakima requires professional services to investigate, settle, and otherwise administer the City's workers' compensation claims, which services include on-line data services to assist with the administration of the claims; and,

WHEREAS, the City does not have the staffing levels necessary to investigate, settle and otherwise administrate the claims arising from the City of Yakima's self-insured workers' compensation programs; and,

WHEREAS, the fees for the services provided by Penser North America, Inc., include all claims handling fees and administrative services associated with both the existing and all newly incurred losses beginning on July 1, 2025; and,

WHEREAS, Penser North America, Inc., has the experience and expertise to provide said professional services to the City, and is willing to do so in accordance with the terms and conditions of the attached agreement including exhibits A to the agreement; and,

WHEREAS, the City Council previously approved R-2022-050 and deems it to be in the best interest of the City of Yakima to authorize and ratify the executed attached renewal agreement with Penser North America, Inc., for administration of the City's workers' compensation claims, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The execution by the City Manager of the City of Yakima of the attached Claim Services Agreement with Penser North America, Inc., for administration of the City's workers' compensation claims is hereby authorized and ratified, and the Claim Services Agreement is hereby authorized and approved.

ADOPTED BY THE CITY COUNCIL this 19th day of August, 2025.

ATTEST: Patricia Byers**,** Mayor

Rosalinda Ibarra, City Clerk

THIRD-PARTY ADMINISTRATION WORKERS' COMPENSATION SERVICE CONTRACT

THIS CONTRACT is made as of the 28th day of July, 2025, by and between The City of Yakima ("CLIENT") including its affiliates, and Penser North America ("Contractor"), who agree as follows:

1. **SCOPE OF SERVICES**

Contractor agrees to perform all services described in Exhibit A, in accordance with its stated terms and conditions. Exhibit A is attached to and made a part of this Contract.

2. **TERM**

a. The term of this Contract will be for five (5) years commencing upon the Effective Date of this Contract, and renewing annually thereafter, unless terminated in accordance with section "b." below or is changed by written consent of both parties.

b. Either party may terminate this Contract for default upon ten (10) days written notice to the other, if the other party has substantially failed to fulfill any of its obligations under this Contract in a timely manner. Client may terminate this Contract at its convenience and without cause upon Ninety (90) days written notice to Contractor.

c. A written notice is deemed served when a party is personally served, or served by registered or certified mail, return receipt requested, directed to the party at the following addresses:

For purposes of this Contract, all notices to Client shall be addressed as follows:

The City of Yakima
Attn: Connie Mendoza
129 N. Second Street
Yakima, WA 98901

For purposes of this Contract, all notices to Contractor shall be addressed as follows:

Penser North America
Attn: Client Contracts
PO Box 4047
West Richland WA 99353

d. In the event this Contract is terminated, Contractor agrees to cooperate with the Client and assist in the transition of claims to a replacement Third Party Administrator and to assist said replacement to the extent necessary to protect the interests of the City.

3. INDEMNIFICATION

Contractor, for itself and its heirs, successors and assigns, agrees to release, defend, indemnify and hold harmless Client, its officers, agents, volunteers and employees from and against any and all claims, demands, liability, damages, lawsuits or other actions, including, but not limited to, personal injury or death or property damage arising out of or in any way connected with Contractor's operations under this Contract, or with the performance of this Contract by Contractor or its officers, employees, partners, directors, subcontractors or agents.

4. INSURANCE

During the term of this Contract, Contractor shall maintain the following insurance coverages:

a. Contractor shall maintain at all times during the performance of this Contract a commercial general liability insurance policy with a minimum occurrence coverage in the amount of $1,000,000 (one million dollars) per occurrence combined single limit bodily injury and property damage with $2,000,000 (two million dollars) general aggregate; an automobile liability insurance policy in the minimum amount of $1,000,000 (one million dollars); a professional liability insurance policy in the minimum amount of $2,000,000 (two million dollars) per occurrence with an annual aggregate limit of at least $2,000,000 (two million dollars); and a Cyber Liability with Privacy Injury & Network Security Insurance with coverage of at least $3,000,000 (three million dollars) to cover any claims arising out of Contractor's performance of services under this Contract. All insurance, except professional liability, shall name the Client, its officers, agents, volunteers and employees as additional insureds and shall provide primary coverage with respect to the Client.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the Client's Contract Administrator; 2) be evidenced by the original Certificate of Insurance, specifying the required coverage and the insurance carrier's standard additional insured form endorsement; 3) be approved as to form and sufficiency by the Client's Contract Administrator; and 4) be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

b. If Contractor employs any person, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the Client. The workers' compensation insurance shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days written notice to the Client's Contract Administrator; 2) provide for a waiver of any right of subrogation against Client to the extent permitted by law; and 3) shall be approved as to form and sufficiency by the Contract Administrator.

5. CONFORMITY WITH LAW AND SAFETY

a. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all Washington Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall release, defend, indemnify, and

hold harmless Client, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the Client's Risk Manager by telephone. If any accident occurs in connection with this Contract, Contractor shall promptly submit a written report to Client, in such form as the Client may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Contractor's subcontractor, if any; 3) name and address of Contractor's liability insurance carrier; and 4) a detailed description of the accident, including whether any of Client's equipment, tools or materials were involved.

6. OWNERSHIP OF DOCUMENTS

a. When this Contract is terminated, Contractor agrees to return to Client all documents, drawings, photographs and other written or graphic material, however produced, that it received from Client, its contractors or agents, in connection with the performance of its services under this Contract. All materials shall be returned in the same condition as received.

b. Contractor grants Client a royalty-free, exclusive and irrevocable license to reproduce, publish, use and to authorize others to do so, all original computer programs, writing, sound recordings, pictorial reproductions, diagrams, charts, computations, drawings and other works of similar nature produced in the course of the performance of this Contract. Contractor shall not publish any such material without the prior written agreement of the Client.

7. PAYMENT

For services referred to in Section 1, Client agrees to pay Contractor a monthly flat fee of $5,479.17, except as agreed in Section 7(a), due within 30 (30) days of receipt of an invoice, in accordance with the prices set forth in the terms of this Contract. Contractor will provide a monthly invoice with detail showing evidence of each claim or expense incurring a service charge. For each twelve (12) month period thereafter, an increase will be added to the monthly fee based on the average CPI-U rate for the prior twelve (12) months, not to exceed more than 3% for any given year. The CPI-U rate increase shall be calculated using the CPI-U published by the US Bureau of Labor Statistics, All Items Category, Nationwide area, using the average monthly increase/decrease amount for the prior 12 month period. (Example: 12 months prior to July 1, 2025, the CPI-U average rate increase in the All Items category is 2.7%. The monthly fee for a July 1, 2025 invoice would be multiplied by 1.027 to get the new monthly rate.)

a. The monthly fee for the first year of this contract will be as follows:
    i. July: $4,182
    ii. August: $4,614
    iii. September: $5,046
    iv. October – June: $5,479.17

b. It is agreed that the above fees are based on a monthly average of filed claims for a full fiscal year of no more than one hundred (100), including reopening of claims. Should

the number of claims filed for a full fiscal year exceed one hundred (100), the parties agree that a fee of $500.00 shall be billed for each additional claim above one hundred (100).

c. It is further agreed that Contractor is entitled to an additional annual fee of three thousand dollars ($3,000) for providing MMSEA mandatory reporting services and acting as Client's Reporting Agent. Payment for this fee is due in January each year with the first payment due by 1/31/2026.

d. Included in these service fees are twenty (20) hours of loss control consulting services each policy year at no additional cost. Additional loss control hours (over and above the twenty (20) hours each policy year can be negotiated at a discounted rate.

8. INDEPENDENT CONTRACTOR

a. Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the services required of Contractor by the terms of this Contract. Contractor shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between Client and Contractor.

b. Direction from Client regarding the subject of this Contract shall be construed as providing for direction as to policy and the result of Contractor's Work only and not as to the means or methods by which such a result is obtained.

c. Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract.

d. Payment of any taxes, including Washington use and Excise Taxes, levied upon this Contract, the transaction, or the services or goods delivered pursuant hereto, shall be the obligation of Contractor.

e. Contractor shall not collect charges or premiums on behalf of or for the Client, or return premiums received from the Client to the Client's employees. Accordingly, Contractor shall not be required to hold amounts received by it from the Client in a fiduciary capacity. In the event Contractor begins collecting such charges or premiums on behalf of or for the Client, Contractor shall hold such amounts in a fiduciary capacity as required by the laws of the State of Washington.

9. CONFIDENTIALITY OF INFORMATION

Both parties understand and agree that, in the performance of the services under this Contract or in the contemplation thereof, the parties may have access to private or confidential information which may be owned or controlled by Client or Contractor, that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the parties. The parties agree that all information disclosed by Client or Contractor shall be held in confidence and used only in performance of the Contract. Both parties shall exercise the same standard of care to protect such information as reasonably prudent that they would use to protect their own proprietary data.

Contractor further agrees not to make use of confidential information for its own benefit or for the benefit of any third party, other than for performance of this Contract, and not to release or disclose it to any other party during the term or after the termination of this Contract. Each party to this Contract shall be solely responsible for maintaining the security of such confidential information and for complying with all federal, state and local laws, regulations, or other requirements governing the privacy and disclosure of such information.

The foregoing obligations shall not apply to any information which: a) is or becomes known publicly through no fault of the receiving party; or b) is learned by the receiving party from a third party entitled to disclose it; or c) is already known to the receiving party before receipt from the disclosing party as shown by the receiving party's written records; or d) is independently developed by the receiving party, as shown by the receiving party's written records; or e) must be disclosed by law.

10. GOVERNING LAW AND VENUE

This Contract shall be deemed to have been executed in the State of Washington. The formation, interpretation and performance of this Contract shall be governed by the laws of the State of Washington. The venue for any action to enforce or interpret this Contract shall lie in the State and Federal courts located in Yakima, Washington.

11. AMENDMENTS

The terms and conditions of this Contract shall not be altered or otherwise modified except by a written amendment to this Contract executed by Client and Contractor.

12. ENTIRE CONTRACT

a. The terms and conditions of this Contract, all exhibits attached and any documents expressly incorporated by reference represent the entire Contract between the parties with respect to the subject matter of this Contract. This Contract shall supersede any and all prior contracts, oral or written, regarding the subject matter between Client and Contractor. No other contract, statement, or promise relating to the subject matter of this Contract shall be valid or binding except by a written amendment to this Contract.

b. If any conflicts arise between the terms and conditions of this Contract and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Contract shall control.

13. SEVERABILITY

If any part of this Contract or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are declared to be severable. The parties further agree that in the event such provision or part is an essential part of the Contract, they will immediately begin negotiations for a suitable replacement provision.

14. **WAIVER**

Failure of Client to insist on strict performance of the terms of this Contract or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute a waiver of any of the provisions of this Contract, or a waiver of any right or remedy or a waiver of any other default of Contractor.

15. **ASSIGNMENT**

Contractor may not assign or subcontract this Contract without the prior written consent of the Client.

16. **EFFECT ON SUCCESSORS AND ASSIGNS**

This Contract shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

17. **SECTION HEADINGS**

The sections and other headings of this Contract are for convenience of reference only and shall be disregarded in the interpretation of this Contract.

IN WITNESS WHEREOF, Client and Contractor have executed this Contract as of the date first mentioned above.

Client: The City of Yakima	**Contractor: Penser North America**
_____	_____
Signature	**Signature**
_____	Dan Greco, VP Client Services
Name & Title	**Name & Title**
_____	8/5/2025
Date	**Date**

EXHIBIT A

SCOPE OF SERVICES

Subject to the terms and conditions set forth in this CONTRACT, Contractor shall provide Client with professional services for workers' compensation third-party administration as follows:

A. Claim administration and adjustment for all existing claims, open and closed, and all new claims for the term of the CONTRACT.

B. **Claims Management Services:**

1. Contractor will make initial contact with the workers' compensation claimant on all lost time cases and establish a claim file after receipt of the SIF-2 form. Files will be available for review by Client at any time during Contractor's regular business hours.

2. Contractor will provide an informational packet to the injured worker regarding their injury, and pertinent information to assist them with understanding a workers' compensation claim.

3. Contractor will administer the provision of entitlements of workers' compensation benefits under as outlined under RCW Title 51 and all other applicable laws and regulations, including WAC Chapter 296 and Washington State Department of Labor & Industries (L&I) Claims Adjudication Guidelines in a timely and accurate manner.

4. Any and all penalties incurred as a result of the failure of Contractor to comply with statutory laws and/or administrative regulations shall be the sole responsibility of Contractor, except when agreed to in writing by Client. Contractor shall also be responsible for penalties on late first indemnity payments, or resumption of temporary disability benefits, if Client has reported said claim to Contractor within seven (7) days Client's date of knowledge or advised Contractor of a resumption of lost time within seven (7) days of the date last worked.

5. Contractor will maintain accurate and timely loss runs in a claims management tracking system, and establish adequate reserves and log all payments including, but not limited to indemnity, medical, legal, and loss adjustment expenses.

6. Contractor will utilize its preferred Medical Bill Review provider to oversee the reduction of medical bills to fee schedule rates as established by L&I, or negotiated network rates.

7. Selection of defense and subrogation counsel shall be made by Client with input from

Contractor.

8. Contractor will investigate questionable claims with the coordination, assistance and approval of Client.

9. Client shall decide which claims will be referred to independent contract investigative and sub- rosa services, with the coordination and assistance of Contractor.

C. **Closing of Claims:**

1. Contractor will maintain closed files pursuant to RCW Title 51 provisions.

2. All files remain the property of Client and will not be disposed of by Contractor without Client's authorization.

D. **Additional Services:**

1. As needed claims review meetings will be held between Client's staff, Contractor's claims examiner(s), and any other pertinent individuals needed to coordinate efficient and effective claims management of particularly complicated claims. Client shall be responsible for preparation of meeting agendas. Contractor's claims examiner(s) shall be responsible for preparation for the review, including reports regarding each claim Client places on the agenda, so long as Client provides agenda to Contractor 30-days prior to meeting date.

2. Prompt and responsive written, oral and in-person communication by Contractor's claims examiner with Client's staff is required.

3. Contractor will prepare and file the Self-Insured Annual Report.

4. Contractor shall provide all requested information to Client and submit request for reimbursements to excess carrier on behalf of Client.

5. Contractor will comply with the performance standards as required by Client.

6. Contractor will act as Client's Reporting Agent for mandatory Medicare reporting and shall fulfill all mandatory reporting obligations.

7. Contractor will provide managed care services through its trusted partners with Case Management, Pharmacy Benefit Management and Ancillary Network Vendors. This will assist with reducing overall claim and healthcare costs on claims.

E. **Litigation:**

1. Client reserves the right to decide which claims will be referred to legal counsel, with the coordination and assistance of Contractor.

2. Litigation efforts shall be closely monitored by Contractor with regular communications with Client staff. Client's Claim Department staff must authorize any and all claim referrals to legal counsel, depositions, investigative and sub- rosa activities.

3. Medical control on litigated claims shall remain with Contractor and shall not pass to defense counsel.

4. Settlement authority on litigated claims must be approved by Client prior to being presented or negotiated with claimant's attorney.

5. Prior to any settlement conference, Contractor or defense counsel, when Client has assigned a matter to defense counsel, will provide a written analysis of the case including options and recommendations for settlement. All permanent disability ratings must be defined in dollars.

6. Contractor or defense counsel, when Client has assigned a matter to defense counsel, shall inform Client of all settlement offers received from the claimant or claimant's attorney.

F. **Financial/Accounting:**

1. A trust fund will be maintained and reconciled by Contractor for the purpose of paying benefits and entitlements that may be due on claims presented. The amount that will be maintained in the trust fund shall be agreed to in writing. If the practices cannot agree on such amount, Client shall determine the amount.

2. Documentation of all checks, vouchers or warrants drawn by Contractor to pay benefits and entitlements shall be provided to Client.

3. A monthly check/voucher register of all transactions made for the period shall be provided to Client by Contractor.

4. Client reserves the right to conduct an annual financial audit of the trust account to ensure the integrity of the account.

G. **Data Processing/Loss Reporting:**

Contractor shall provide a computer-generated loss run analysis/summary report for each month covering activity on all newly reported, open and newly closed claims for the period. This report will be customized to meet Client needs and will provide at a minimum the following information by claim year:

a. Monthly listing of open claims by Client department/division.

b. Monthly listing of open claims alphabetically by claimant.

c. Summaries of all open and closed claims by department total and Client grand total.

d. Special reports on demand, at no additional charge, such as injury analysis by age, site,

occupation, cause, affected body part, years of service, etc.

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. 7.I.
For Meeting of: August 19, 2025

ITEM TITLE: Resolution ratifying and approving the City Manager's execution of a grant agreement with the Washington State Office of Public Defense (General Fund: Revenue Positive)

SUBMITTED BY: Vicki Baker, City Manager

SUMMARY EXPLANATION:

The City of Yakima applied for a Simple Possession Advocacy and Representation (SPAR) grant. The City received notification that it was awarded a $45,000 reimbursable grant for the period of July 1, 2025 through June 30, 2026. On August 4, 2025, the city manager electronically signed agreement GRT26033 accepting the grant award.

The purpose of the grant is to provide reimbursements to the City for the cost of providing defense counsel consultation and representation for defendants facing charges or charged with simple possession or public use offenses involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drugs. These are General Fund costs and this reimbursement offsets some of these costs.

ITEM BUDGETED: No

STRATEGIC PRIORITY 24-25:

RECOMMENDATION: Approve the city manager's execution of a grant agreement

ATTACHMENTS:
2025 Resolution - accepting SPAR grant award.doc
20250805105536.pdf

RESOLUTION NO. R-2025- ____

A RESOLUTION ratifying and approving the City Manager's execution of a grant agreement with the Washington State Office of Public Defense accepting the terms and conditions for a reimbursable grant for 2025

WHEREAS, the City of Yakima is mandated by the State to provide representation to indigent criminal defendants; and

WHEREAS, the Office of Public Defense accepted applications for a grant opportunity to reimburse agencies for costs of providing defense counsel consultation and representation for defendants facing charges or charged with simple possession or public use offenses involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drugs for the period of July 1, 2025 through June 30, 2026; and

WHEREAS, the City of Yakima applied for and was awarded a reimbursable grant in the amount of $45,000 from the Washington State Office of Public Defense; and

WHEREAS, the City Council deems it to be in the best interest of the City to approve the grant agreement with Washington State Office of Public Defense for the receipt of these grant monies and to ratify execution of such agreement by the City Manager; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager's execution of the attached and incorporated grant agreement is hereby approved.

ADOPTED BY THE CITY COUNCIL this _____day of _____, 2025.

ATTEST: _____
Patricia Byers, Mayor

_____
Rosalinda Ibarra, City Clerk

Docusign Envelope ID: 527DE84F-5741-4750-871C-4EC333D3CFC6

Agreement No. GRT26033

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE
Simple Possession Advocacy and Representation (SPAR) Program Funding Agreement

1. **Recipient** City of Yakima 129 N 2nd St Yakima, WA 98901	**2. Recipient Representative** Victoria Baker City Manager City of Yakima 129 N 2nd St Yakima, WA 98901
3. **Office of Public Defense (OPD)** 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. **OPD Representative** Grace O'Connor Supervising Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. **Agreement Amount** $45,000.00	6. **Agreement Period** July 1, 2025 through June 30, 2026
7. **Purpose** The purpose of this Agreement is to provide partial reimbursement to City of Yakima (Recipient) for the cost of providing high-quality indigent defense services for defendants facing charges of simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of simple possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with RCW 2.70.200.	
8. **Acknowledgement, Incorporation by Reference, and Execution** The Office of Public Defense (OPD) and Recipient acknowledge and accept the terms of this Agreement and attachments and execute this Agreement as of the date the last signatory signed. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Exhibit A, Special Terms and Conditions, and Exhibit B, General Terms and Conditions.	
FOR RECIPIENT Signed by: Victoria Baker 192B4B56A7D64AB... Victoria Baker, City Manager 8/4/2025 Date	**FOR OPD** Signed by: Grace O'Connor 824E52C90E534FA... Grace O'Connor, Supervising Attorney 8/4/2025 Date

EXHIBIT A: SPECIAL TERMS AND CONDITIONS

1. **AGREEMENT MANAGEMENT**

   a) The Representative for each of the parties will be responsible for and will be the contact person for all communications regarding the performance of this Agreement.

   b) The Representative for OPD and their contact information is identified on the Face Sheet of this Agreement.

   c) The Representative for Recipient and their contact information is identified on the Face Sheet of this Agreement.

2. **REIMBURSEMENT**

   a) Subject to Section 4 of this Exhibit A, Terms of Reimbursement, OPD shall reimburse for authorized expenses as identified in Section 7 of this Exhibit A, Authorized Reimbursable Expenses.

   b) OPD will subtract from reimbursement amounts where Recipient or Recipient's court has assessed a cost of counsel against an indigent defendant and the indigent defendant has either signed a promissory note for that amount, or had a fee imposed at sentencing for this purpose. Recipient shall report such assessed costs to OPD.

3. **MAXIMUM REIMBURSMENT AMOUNT**

   a) The maximum amount Recipient may be reimbursed for authorized expenses shall not exceed $45,000.00 for the period of this Agreement.

   b) Subject to the availability of funds, and upon mutual agreement, Recipient and OPD may amend this Agreement in writing to increase the allocated maximum reimbursement amount.

4. **TERMS OF REIMBURSEMENT**

   a) OPD will reimburse Recipient upon acceptance of expenses and receipt of properly completed invoices, and sufficient documentation supporting the invoices. Recipient shall submit invoices to the Representative for OPD subject to the invoicing schedule included in subsection (h) of this Section 4.

   b) OPD will provide an invoice form to Recipient. Recipient shall provide sufficient documentation accompanying the invoice to prove, to OPD's satisfaction, the costs incurred by Recipient and to allow OPD to determine that the costs were for Authorized Reimbursable Expenses. Sufficient documentation will include a compensation worksheet, case numbers during the invoice time period, and proof that the requested expenses were paid by Recipient. Sufficient documentation demonstrating costs incurred by Recipient may include, but is not limited to, salary pay stubs or invoices for contracted services. OPD reserves the right to amend the invoice form at any time.

   c) Payment will be considered timely if made by OPD within 30 calendar days after receipt of properly completed invoices. OPD shall send payment to Recipient via the default payment

method associated with Recipient's Statewide Vendor Number SWV0007122-02.

d) OPD may, in its sole discretion, terminate this Agreement or withhold payments claimed by Recipient for services rendered if Recipient fails to satisfactorily comply with any term or condition of this Agreement.

e) OPD shall not make any payments in advance or in anticipation of services or supplies to be provided under this Agreement.

f) Recipient shall report whether it will be unable to spend the maximum reimbursement amount during the Agreement Period, or if Recipient anticipates a need to increase the maximum reimbursement amount. Any request to increase the maximum amount will be subject to Section 3(b) of this Exhibit A. OPD reserves the right to amend this agreement to reduce the maximum reimbursement amount set forth in Section 3(a) of this Exhibit A, and reallocate unspent funds to other jurisdictions, if Recipient's invoicing indicates it will be underspent.

g) Reimbursable expenses must be incurred between July 1, 2025 and June 30, 2026. Recipient shall bear the cost of and ensure continued Consultation and Representation for all individuals who are being represented by Recipient's attorneys on Qualifying Cases when the agreement period ends.

h) Recipient shall invoice OPD at least quarterly, but no more than once per month, according to the following schedule:
   1. Known expenses for July 1 through September 30, 2025 shall be submitted by November 1, 2025;
   2. Known expenses for October 1 through December 31, 2025 shall be submitted by February 1, 2026;
   3. Known expenses for January 1 through March 31, 2026 shall be submitted by May 1, 2026; and
   4. Known expenses for April 1 through June 30, 2026 shall be submitted by July 15, 2026.

i) OPD understands Recipients contractors may not bill Recipient timely and that Recipient may not be aware of expenses in a particular quarter until after the submission deadline has passed. OPD will reimburse for invoices submitted outside the schedule outlined in Section 4(h) of this Exhibit A, except for and subject to the limitation set for in Section 4(j) of this Exhibit A.

j) OPD's fiscal year runs from July 1, 2025 to June 30, 2026. Recipient must submit invoices for costs incurred during the grant period by July 15, 2026 or expenses may not be reimbursed. OPD makes no guarantee of reimbursement for eligible expenses invoiced after August 1, 2026.

5. **DUPLICATION OF BILLED COSTS**
Recipient shall not bill OPD for services performed under this Agreement, and OPD shall not pay Recipient, if Recipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

6. **DISALLOWED COSTS**
Recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors or subcontractors.

7. **AUTHORIZED REIMBURSABLE EXPENSES**

Recipient is authorized to seek reimbursement up to the maximum amount set forth in Section 3 of this Exhibit A, for the following costs, subject to the provisions in Sections 2 and 4 of this Exhibit A:

a) Compensation for attorney Representation on Qualifying Cases;
b) Compensation for attorney Consultation on Qualifying Cases;
c) Support staff time devoted to assisting and supporting attorney Representation and Consultation on Qualifying Cases;
d) Investigation costs associated with Qualifying Cases;
e) Expert services where the scope of the expert's expertise is related to a Qualifying Charge;
f) Interpreter costs (out-of-court) on Qualifying Cases;
g) Pre-approved training events for attorneys and defender professional staff;
h) Compensation for attorney Representation on an appeal undertaken according to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ) where the RALJ appeal contains an issue for review arising from a Qualifying Charge; and
i) Other indirect costs necessary to providing representation or consultation if pre-approved by OPD.

8. **OVERSIGHT**

Over the duration of the agreement term, OPD may conduct site visits for purposes of ensuring the use of funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city or county representatives.

9. **DEFINITIONS**

a) "Alternatives to Prosecution" means an opportunity to depart from the traditional criminal case process of charge to plea or trial. Examples include, but are not limited to, stipulated continuances, deferrals, Specialty or Therapeutic courts, Pre-file Diversion programs, or Pre-trial Diversion programs.

b) "Consultation" means consultation for a Client prior to assignment of counsel at first appearance or arraignment. Consultation also means advising a Client on Pre-File or Pre-Trial Diversion options. Consultation also means advising a Client during the pendency of pre-trial Diversion.

c) "Client" means an indigent individual facing a pending charge or charged with a Qualifying Charge in a court of limited jurisdiction.

d) "Pre-File Diversion" means an opportunity for a Client to depart from the criminal legal system, initiated by either law enforcement or the prosecutor, that takes place before charges are filed against the Client. Pre-File Diversion may be, but need not be, organized under RCW 69.50.4011(3)(c), 69.50.4013(2)(c), 69.50.4014(2), or 69.41.030(2)(e).

e) "Pre-Trial Diversion" means an opportunity for a Client to depart from the criminal legal system after charges are filed against a defendant but before a plea is entered, or before proceeding to trial. Pre-Trial Diversion may be, but need not be, organized under RCW 69.50.4017.

f) "Qualifying Charge" means a charge of violating RCW 69.50.4011(1)(b) or (c), 69.50.4013, 69.50.4014, 69.41.030(2), (b), or (c); or a charge under a local ordinance involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drug.

g) "Qualifying Case" means a proceeding filed against a Client in a court of limited jurisdiction in which at least one of the charges filed, either originally or as amended, is a Qualifying Charge, even if later dismissed.

h) "Representation" means appointment to represent Clients in Qualifying Cases, including but not limited to appearance at arraignment, pre-trial appearances, motions, sentencings, status conferences, review hearings, client conferences, and preparation for trial. Representation also means appointment to represent Clients for Alternatives to Prosecution, including on motions to terminate Clients from Alternatives to Prosecution.

i) "Specialty or Therapeutic Court" means a court utilizing a program structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to address substance use disorder or mental health conditions in defendants through continuous and judicially supervised treatment and the appropriate use of services, sanctions, and incentives.

10. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency will be resolved by giving precedence in the following order:

a) Applicable federal and state of Washington statutes, regulations, and court rules
b) Exhibit A, Special Terms and Conditions
c) Exhibit B, General Terms and Conditions

EXHIBIT B: GENERAL TERMS AND CONDITIONS

1. **ALL WRITINGS CONTAINED HEREIN**
   This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
2. **AMENDMENTS**
   This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.
3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**
   Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **ASSIGNMENT**
   Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by Recipient without prior written consent of OPD.
5. **ATTORNEY'S FEES**
   Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.
6. **CONFORMANCE**
   If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.
7. **ETHICS/CONFLICTS OF INTEREST**
   In performing under this Agreement, Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.
8. **GOVERNING LAW AND VENUE**
   This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.
9. **INDEMNIFICATION**
   To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.
10. **LAWS**
    Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.
11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**
    During the performance of this Agreement, Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.
12. **RECAPTURE**
    In the event that Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. **RECORDS MAINTENANCE**
Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.
14. **RIGHT OF INSPECTION**
At no additional cost all records relating to Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. Recipient shall provide access to its facilities for this purpose.
15. **SEVERABILITY**
If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.
16. **SUSPEND OR TERMINATE FOR NON-AVAILABILITY OF FUNDS**
In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, OPD, at its sole discretion, may elect to suspend or terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions.
17. **WAIVER**
Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. 7.J.
For Meeting of: August 19, 2025

ITEM TITLE: Ordinance amending the 2025-2026 Biennial Budget for the City of Yakima and making appropriations from Unappropriated Fund Balances within various Funds for expenditure during 2025-2026 for various purposes (Second Reading)

SUBMITTED BY: *Craig Warner, Director of Finance and Budget
Jen Paxton, Financial Services Officer

SUMMARY EXPLANATION:

This appropriation is an ordinance amending the 2025-2026 Biennial Budget to provide appropriations for projects or programs that were unknown or uncertain and therefore not included at the time of the Budget adoption. It includes many grant funds that reimbursed police overtime expenses, as well as other grants supporting law enforcement expenses from the general fund.

ITEM BUDGETED: No

STRATEGIC PRIORITY 24-25: A Resilient Yakima

RECOMMENDATION: Pass Ordinance.

ATTACHMENTS:
Ordinance_amend_2025-2026_biennial_budget_Q3
MEMO- 2025 3rd Quarter Buget Amendment.pdf
JP- 2025 3rd Qtr Budget Amendment.pdf
2025 Revised Budget By Fund 3rd Quarter.pdf

ORDINANCE NO. 2025-

AN ORDINANCE amending the 2025-2026 Budget for the City of Yakima; and making appropriations from Unappropriated Fund Balances within various funds for expenditure during 2025 for various purposes.

WHEREAS, the various funds indicated on the attached Schedule I contain Unappropriated Fund Balances available for appropriation and expenditures during 2025 in various amounts and for the purposes mentioned in the attached Schedule; and

WHEREAS, at the time of the adoption of the 2025-2026 budget it could not reasonably have been foreseen that the appropriation provided for by this ordinance would be required; and the City Council declares that an emergency exists of the type contemplated by RCW 35.33.091 and that it is in the best interests of the City to make the appropriation herein provided; now, therefore,

BE IT ORDAINED BY THE CITY OF YAKIMA:

Section 1. Appropriations are hereby made, for expenditure during 2025, from Unappropriated Fund Balances in the various Funds to the various accounts and in the various amounts, and for the various specific purposes, all as specified in the Schedule I attached hereto and incorporated herein.

Section 2. This ordinance is one making an appropriation and shall take effect immediately upon its passage, approval and publication as provided by law and by the City Charter.

PASSED BY THE CITY COUNCIL, signed and approved this 19th day of August, 2025.

_____
Patricia Byers**,** Mayor

ATTEST:

_____
Rosalinda Ibarra, City Clerk

First Reading: August 4, 2025

Publication Date: August 23, 2025

Effective Date: August 23, 2025

TO: Mayor and City Council

THRU: Vicki Baker

FROM: Craig Warner, Finance Director
Jen Paxton, Financial Services Officer

DATE: August 19, 2025

RE: 2025 3rd Quarter Budget Ordinance

This budget ordinance affects course corrections based on new information for the 2025 Budget year that was not known at the time of budget adoption. Budget amendments come before City Council; normally on a quarterly basis, to be transparent and accountable.

The budget amendment is a recurring budget process step; staff accumulate information as it occurs and bring the adjustments to the council. It is typically for one of four reasons:

1) New additional revenue makes it possible to approve additional related expenses,
2) Prior-year budgeted obligations need to be rolled forward to match disbursement in the current year, if not yet disbursed by Feb. 28th (60 days),
3) Accumulated fund balances can be appropriated, and
4) Corrections or changes between funds.

Staff requests approval of adjustments and corrections to the 2025 budget that are now known that were not known at the time of adoption, per the attached detail spreadsheet, described in more detail as follows. Item numbers listed match red Ref #'s on attached schedule I:

New Revenue:

1). Traffic Safety School Zone Grant to purchase new RADAR and LIDAR, General Fund 001: This will increase both revenue and expense in equal and offsetting amounts. $18,100

2). Ballistic Vest Grant for Police, General Fund 001: This will increase both revenue and expense in equal and offsetting amounts. $731.05

3). Homeland Security Overtime Reimbursement, Fund 152 Police Grants: This will increase both revenue and expense in equal and offsetting amounts. $598.71

4). ICAC (Internet Crimes Against Children) Grant for Forensic Software, General Fund 001: This will increase both revenue and expense in equal and offsetting amounts. $10,000

5). Washington State Safety Commission DRE Grant for overtime reimbursement, General Fund 001: This will increase both revenue and expense in equal and offsetting amounts. $344.16

6). Department of Justice Ballistic Vest Grant for Police, General Fund 001: This will increase both revenue and expense in equal and offsetting amounts. $7,389.81

7). Department of Justice JAG Grant for overtime reimbursement, Fund 152 Police Grants: This will increase both revenue and expense in equal and offsetting amounts. $7,776.18

8). Washington State Traffic Commission grant for DUI overtime reimbursements. General Fund 001: This will increase both revenue and expense in equal and offsetting amounts. $37,600.48

9). Washington State Traffic Commission grant for DUI overtime reimbursements. General Fund 001: This will increase both revenue and expense in equal and offsetting amounts. $38,875.62

10). Regional Crash Response Team Grant for Police Equipment, General Fund 001: This will increase both revenue and expense in equal and offsetting amounts. $46,199

11). Department of Justice JAG Grant for Ebike reimbursement, Fund 152 Police Grants: This will increase both revenue and expense in equal and offsetting amounts. $7,500

12). Washington State Traffic Commission grant for overtime reimbursements. General Fund 001: This will increase both revenue and expense in equal and offsetting amounts. $7,987.06

13). Department of Commerce Climate Resilience Grant for the Comprehensive Plan, General Fund 001: This will increase both revenue and expense in equal and offsetting amounts. $158,500

14) Department of Commerce for the Comprehensive Plan Periodic Update, General Fund 001: This will increase both revenue and expense in equal and offsetting amounts. $87,500

15). Washington State Traffic Committee DUI grant to cover wages for one year. Fund 152 Police Grants: This will increase both revenue and expense in equal and offsetting amounts. $165,465

From Fund Balance:
The adjustments and corrections to the 2025 budget that are now known that were not known at the time of adoption, are:

N/A

Technical Adjustment:

A budget accounting change in Fund 141 Streets operating budget. Budget Neutral

Staff expect further 2025 course-correction budget adjustments later in the year, as new information becomes available.

City of Yakima
2025 Budget Amendment
3rd Quarter

SCHEDULE I

From Fund				Debit	To Fund			Credit	#	Description
Fund	Account #	Name		$	Fund	Account	Name	$	Ref	
New Revenue - offsetting increases in expenditures and revenues										
General Fund	001	3133500	Small Tools & Minor Equipment	$ 18,100.00	001	8953447	Traffic Safety Commission	$ 18,100.00	1	Traffic Safety School Zone Grant to purchase new RADAR and LIDAR
General Fund	001	3133502	Ballistic Protection	$ 731.05	001	8953107	DOJ Grant - Bullet Proof Vests	$ 731.05	2	Ballistic Vest Grant for Police
General Fund	152	3171200	Overtime	$ 598.71	152	8954221	Other Police Service	$ 598.71	3	HSI Grant for Overtime
General Fund	001	3194170	Software License/Maintenance	$ 10,000.00	001	8953831	YPD Inter Local Agreement	$ 10,000.00	4	ICAC grant funding for Forensic Software
General Fund	001	3131200	Overtime	$ 344.16	001	8953447	Traffic Safety Commission	$ 344.16	5	WTSC DRE Grant for Overtime
General Fund	001	3133502	Ballistic Protection	$ 7,389.81	001	8953107	DOJ Grant - Bullet Proof Vests	$ 7,389.81	6	Ballist Vest Grant Reimbursement
General Fund	152	3171200	Overtime	$ 7,776.18	152	8953108	Jag Grant	$ 7,776.18	7	DOJ JAG Grant Overtime Reimbursement
General Fund	001	3131200	Overtime	$ 37,600.48	001	8953447	Traffic Safety Commission	$ 37,600.48	8	WTSC DUI Overtime Reimbursement
General Fund	001	3131200	Overtime	$ 38,875.62	001	8953321	Fed Ind DOT Target Zero YPD	$ 38,875.62	9	WTSC DUI Overtime Reimbursement
General Fund	001	3136420	Operating Equipment	$ 46,199.00	001	8953321	Fed Ind DOT Target Zero YPD	$ 46,199.00	10	Regional Crash Response Team Grant-Faro
Police Grants	152	3173500	Small Tools & Minor Equipment	$ 7,500.00	152	8953108	Jag Grant	$ 7,500.00	11	DOJ JAG Grant Ebike Reimbursement
General Fund	001	3131200	Overtime	$ 7,987.06	001	8953321	Fed Ind DOT Target Zero YPD	$ 7,987.06	12	WSTC Grant OT reimbursement
General Fund	001	2164100	Professional Service	$ 158,500.00	001	8953457	Dept of Commerce	$ 158,500.00	13	Climate Resilience Grant from Department of Commerce
General Fund	001	2164100	Professional Service	$ 87,500.00	001	8953457	Dept of Commerce	$ 87,500.00	14	Department of Commerce grant for Comprehensive Plan update
Police Grants	152	3011110	Salaries	$ 165,465.00	152	8953447	Traffic Safety Commission	$ 165,465.00	15	Washington State Traffic Commission DUI Grant to cover wages for 7/1/25 to 6/30/26
				$ 594,567.07				$ 594,567.07		
Increase Budget Expenditures from Reserves										
N/A										
				$ -				$ -		
House Keeping										
Streets Operating Budget	141	4204197	Reimbursement Roadway	$ 1,600,000.00	141	8954912	Interfund Streets Revenue	$ 1,600,000.00	16	Accounting Change-Move to Revenue
				$ 1,600,000.00				$ 1,600,000.00		
				$ 2,194,567.07				$ 2,194,567.07		

2025 Adopted Budget
Revised Quarter 3
Budget Amendment

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	**Fund**			**Revenue**				**Expenditures**				**Ending**	**Fund Balance**
2			**Beginning Fund Balance As of 8/19/25**	**Adopted Budget**	**Prior Adjustment**	**Current Adjustment**	**Revised**	**Adopted Budget**	**Prior Adjustment**	**Current Adjustment**	**Revised**	**Fund Blance**	**Percentage**
3	**General Government Funds:**		**$ 33,943,511.21**	**$ 113,925,263.35**	**$ 2,368,438.26**	**$ 2,194,567.07**	**$ 118,488,268.68**	**$ 116,943,056.81**	**$ 3,389,972.17**	**$ 2,194,567.07**	**$ 122,527,596.05**	**$ 29,904,183.84**	
4	001	General Fund	$ 16,111,948.55	$ 71,152,642.37	$ 2,086,813.36	$ 413,227.18	$ 73,652,682.91	$ 75,680,538.30	$ 2,248,448.27	$ 413,227.18	$ 78,342,213.75	$ 11,422,417.71	14.58%
5	003	.3% Criminal Justice	$ 886,807.23	$ 3,449,000.00			$ 3,449,000.00	$ 3,590,684.38			$ 3,590,684.38	$ 745,122.85	20.75%
6	612	Firemens Pension	$ 1,208,708.36	$ 977,088.00			$ 977,088.00	$ 1,074,763.37			$ 1,074,763.37	$ 1,111,032.99	103.37%
7	613	Police Pension (LEOFF)	$ -	$ 800,000.00			$ 800,000.00	$ 712,800.00			$ 712,800.00	$ 87,200.00	12.23%
8	131	Parks	$ 809,132.38	$ 6,671,068.38	$ (837,600.00)		$ 5,833,468.38	$ 6,776,074.99	$ (936,784.92)		$ 5,839,290.07	$ 803,310.69	13.76%
9	141	Streets	$ 3,213,153.25	$ 5,139,628.00	$ 9,128.90	$ 1,600,000.00	$ 6,748,756.90	$ 5,416,703.07	$ 9,128.90	$ 1,600,000.00	$ 7,025,831.97	$ 2,936,078.18	41.79%
10	124	Community Dev	$ 1,021,926.89	$ 5,054,470.00			$ 5,054,470.00	$ 3,945,562.23			$ 3,945,562.23	$ 2,130,834.66	54.01%
11	125	Community Relations	$ 549,516.25	$ 504,000.00			$ 504,000.00	$ 709,112.25			$ 709,112.25	$ 344,404.00	48.57%
12	132	Aquatic Center at MLK JR Park	$ 719,000.00	$ -			$ -	$ -	$ 251,900.00		$ 251,900.00	$ 467,100.00	185.43%
13	133	Aquatics Facilities	$ -	$ -	$ 1,110,096.00		$ 1,110,096.00	$ -	$ 1,022,108.92		$ 1,022,108.92	$ 87,987.08	8.61%
14	136	Clean City Program	$ 869,897.07	$ 968,857.51			$ 968,857.51	$ 797,811.93			$ 797,811.93	$ 1,040,942.65	130.47%
15	144	Cemetery	$ 116,449.87	$ 400,000.00			$ 400,000.00	$ 448,780.00			$ 448,780.00	$ 67,669.87	15.08%
16	150	Emergency Services	$ 589,611.98	$ 2,497,171.00			$ 2,497,171.00	$ 2,230,283.73			$ 2,230,283.73	$ 856,499.25	38.40%
17	151	Public Safety Comm	$ 886,458.67	$ 2,556,452.00			$ 2,556,452.00	$ 2,572,287.92			$ 2,572,287.92	$ 870,622.75	33.85%
18	154	Dispatch	$ 683,085.77	$ 1,918,167.00			$ 1,918,167.00	$ 1,997,033.20			$ 1,997,033.20	$ 604,219.57	30.26%
19	152	Police Grants	$ 1,140,176.17	$ 687,529.00		$ 181,339.89	$ 868,868.89	$ 611,137.73	$ 200,000.00	$ 181,339.89	$ 992,477.62	$ 1,016,567.44	102.43%
20	153	.3% PS Commun	$ 222,573.90	$ 270,000.00			$ 270,000.00	$ 281,002.17			$ 281,002.17	$ 211,571.73	75.29%
21	155	Opioid Lawsuit	$ 904,535.40	$ -			$ -		$ 84,000.00		$ 84,000.00	$ 820,535.40	976.83%
22	161	DYBID	$ 104,040.21	$ 185,750.00			$ 185,750.00	$ 184,745.56			$ 184,745.56	$ 105,044.65	56.86%
23	162	Trolley	$ 47,796.08	$ 11,868.93			$ 11,868.93	$ 15,319.26			$ 15,319.26	$ 44,345.75	289.48%
24	163	Front St PBIA	$ 6,621.40	$ 3,700.00			$ 3,700.00	$ 3,700.00			$ 3,700.00	$ 6,621.40	178.96%
25	170	Tourism Promo	$ 1,127,856.96	$ 2,331,200.00			$ 2,331,200.00	$ 2,025,477.10	$ 11,171.00	$ -	$ 2,036,648.10	$ 1,422,408.86	69.84%
26	171	Capitol Theatre	$ 96,736.70	$ 435,000.00			$ 435,000.00	$ 434,412.34			$ 434,412.34	$ 97,324.36	22.40%
27	172	Pub Fac District	$ 801,724.38	$ 1,203,900.00			$ 1,203,900.00	$ 878,950.58			$ 878,950.58	$ 1,126,673.80	128.18%
28	173	TPA	$ 136,694.53	$ 1,303,200.00			$ 1,303,200.00	$ 1,315,718.10			$ 1,315,718.10	$ 124,176.43	9.44%
29	174	Cap Th PFD	$ 970,537.70	$ 862,831.00			$ 862,831.00	$ 698,418.44	$ 500,000.00		$ 1,198,418.44	$ 634,950.26	52.98%
30	180	American Rescue Plan	$ 67,700.00	$ 1,829,026.00			$ 1,829,026.00	$ 1,829,026.00			$ 1,829,026.00	$ 67,700.00	3.70%
31	272	Conv Ctr PFD	$ 633,195.38	$ 1,413,050.50			$ 1,413,050.50	$ 1,413,050.50			$ 1,413,050.50	$ 633,195.38	44.81%
32	281	GO Bonds	$ 17,626.13	$ 1,299,663.66			$ 1,299,663.66	$ 1,299,663.66			$ 1,299,663.66	$ 17,626.13	1.36%
33	**Capital Project Funds:**		**$ 18,937,666.09**	**$ 42,095,274.97**	**$ 6,813,214.92**	**$ -**	**$ 48,908,489.89**	**$ 45,123,580.73**	**$ 7,708,214.92**	**$ -**	**$ 52,831,795.65**	**$ 15,014,360.33**	
34	321	CBD Cap Impr	$ 55,023.93	$ -			$ -	$ -			$ -	$ 55,023.93	#DIV/0!
35	322	Cap Th Constr	$ 224,257.69	$ 60,000.00	$ 500,000.00		$ 560,000.00	$ 60,000.00	$ 500,000.00		$ 560,000.00	$ 224,257.69	40.05%
36	323	YRDA	$ 2,214,920.76	$ 9,787,500.00			$ 9,787,500.00	$ 11,080,368.19			$ 11,080,368.19	$ 922,052.57	8.32%
37	331	Parks Capital	$ 583,374.93	$ 255,721.00	$ 4,564,214.92		$ 4,819,935.92	$ 30,151.06	$ 4,564,214.92		$ 4,594,365.98	$ 808,944.87	17.61%
38	332	Fire Capital	$ 573,448.57	$ 163,000.00	$ 21,000.00		$ 184,000.00	$ 80,000.00	$ 161,000.00		$ 241,000.00	$ 516,448.57	214.29%
39	333	Law&Justice Cap	$ 754,644.96	$ 287,023.13			$ 287,023.13	$ 4,527.67	$ 105,000.00		$ 109,527.67	$ 932,140.42	851.05%
40	303	.3% L&J Cap	$ 666,753.60	$ 120,000.00			$ 120,000.00	$ 120,000.00			$ 120,000.00	$ 666,753.60	555.63%
41	342	Reet1	$ 2,771,590.61	$ 1,344,447.84			$ 1,344,447.84	$ 2,387,454.97	$ 250,000.00		$ 2,637,454.97	$ 1,478,583.48	56.06%
42	343	Reet2	$ 389,901.51	$ 1,260,000.00			$ 1,260,000.00	$ 1,382,942.62			$ 1,382,942.62	$ 266,958.89	19.30%
43	344	TBD	$ 4,818,376.73	$ 1,700,000.00			$ 1,700,000.00	$ 2,759,561.19			$ 2,759,561.19	$ 3,758,815.54	136.21%
44	346	Streets Capital	$ 3,641,435.00	$ 26,837,583.00	$ 1,728,000.00		$ 28,565,583.00	$ 26,865,451.93	$ 1,728,000.00		$ 28,593,451.93	$ 3,613,566.07	12.64%
45	370	Conv Ctr Capital	$ 2,199,864.91	$ 280,000.00			$ 280,000.00	$ 353,123.10	$ 400,000.00		$ 753,123.10	$ 1,726,741.81	229.28%
46	392	Cap Impr Reserve	$ 44,072.89	$ -			$ -				$ -	$ 44,072.89	#DIV/0!

2025 Adopted Budget
Revised Quarter 3
Budget Amendment

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	**Fund**			**Revenue**				**Expenditures**				**Ending**	**Fund Balance**
2			**Beginning Fund Balance As of 8/19/25**	**Adopted Budget**	**Prior Adjustment**	**Current Adjustment**	**Revised**	**Adopted Budget**	**Prior Adjustment**	**Current Adjustment**	**Revised**	**Fund Blance**	**Percentage**
3	**General Government Funds:**		**$ 33,943,511.21**	**$ 113,925,263.35**	**$ 2,368,438.26**	**$ 2,194,567.07**	**$ 118,488,268.68**	**$ 116,943,056.81**	**$ 3,389,972.17**	**$ 2,194,567.07**	**$ 122,527,596.05**	**$ 29,904,183.84**	
47	**Enterprise Funds:**		**$ 83,355,913.85**	**$ 110,998,170.03**	**$ 4,149,500.00**	**$ -**	**$ 115,147,670.03**	**$ 110,574,778.20**	**$ 11,347,633.56**	**$ -**	**$ 121,922,411.76**	**$ 76,581,172.12**	
48	421	Airport Operations	$ 1,602,066.63	$ 1,503,935.00			$ 1,503,935.00	$ 2,310,327.24			$ 2,310,327.24	$ 795,674.39	34.44%
49	422	Airport Capital	$ 300,436.66	$ 6,911,298.00			$ 6,911,298.00	$ 7,092,941.79			$ 7,092,941.79	$ 118,792.87	1.67%
50	441	Stormwater Ops	$ 3,489,048.38	$ 4,349,918.00			$ 4,349,918.00	$ 5,348,736.63	$ 202,838.90		$ 5,551,575.53	$ 2,287,390.85	41.20%
51	442	Stormwater Cap	$ 5,071,478.79	$ 2,628,809.35			$ 2,628,809.35	$ 3,315,366.99			$ 3,315,366.99	$ 4,384,921.15	132.26%
52	462	Transit	$ 15,949,179.14	$ 14,013,483.00			$ 14,013,483.00	$ 11,857,913.46			$ 11,857,913.46	$ 18,104,748.68	152.68%
53	464	Transit Capital	$ 5,656,220.96	$ 2,750,000.00			$ 2,750,000.00	$ 2,080,266.25	$ 1,019,744.56		$ 3,100,010.81	$ 5,306,210.15	171.17%
54	471	Refuse	$ 5,762,579.08	$ 9,992,170.00			$ 9,992,170.00	$ 10,048,687.03			$ 10,048,687.03	$ 5,706,062.05	56.78%
55	472	WW Cap Fac	$ 2,587,769.14	$ 1,000,000.00			$ 1,000,000.00	$ 902,542.61	$ 750,000.00		$ 1,652,542.61	$ 1,935,226.53	117.11%
56	473	WW Operating	$ 8,920,493.57	$ 25,191,271.05			$ 25,191,271.05	$ 26,540,180.93	$ 25,550.10		$ 26,565,731.03	$ 7,546,033.59	28.41%
57	474	Water Operating	$ 6,927,860.51	$ 14,230,289.51			$ 14,230,289.51	$ 14,141,293.77	$ 200,000.00		$ 14,341,293.77	$ 6,816,856.25	47.53%
58	475	Irrigation Operating	$ 735,143.75	$ 2,301,314.00			$ 2,301,314.00	$ 2,398,892.70			$ 2,398,892.70	$ 637,565.05	26.58%
59	476	WW Constr	$ 7,203,839.10	$ 1,628,768.24	$ 3,811,000.00		$ 5,439,768.24	$ 3,162,473.94	$ 5,811,000.00		$ 8,973,473.94	$ 3,670,133.40	40.90%
60	477	Water Capital	$ 3,386,442.23	$ 3,558,653.88	$ 338,500.00		$ 3,897,153.88	$ 3,097,021.14	$ 1,338,500.00		$ 4,435,521.14	$ 2,848,074.97	64.21%
61	478	WW Facilities	$ 14,758,679.28	$ 4,000,000.00			$ 4,000,000.00	$ 7,071,887.77	$ 2,000,000.00		$ 9,071,887.77	$ 9,686,791.51	106.78%
62	479	Irrigation Capital	$ (661,833.15)	$ 16,275,810.00			$ 16,275,810.00	$ 10,543,795.95			$ 10,543,795.95	$ 5,070,180.90	48.09%
63	488	WW Rev Bond	$ 15,759.67	$ 387,550.00			$ 387,550.00	$ 387,550.00			$ 387,550.00	$ 15,759.67	4.07%
64	491	Irrig Rev Bond	$ 29,801.76	$ 274,900.00			$ 274,900.00	$ 274,900.00			$ 274,900.00	$ 29,801.76	10.84%
65	493	WW Rev Bond	$ 1,620,948.35	$ -			$ -	$ -			$ -	$ 1,620,948.35	#DIV/0!
66	**Internal Service Funds:**		**$ 18,820,617.93**	**$ 38,179,123.68**	**$ -**	**$ -**	**$ 38,179,123.68**	**$ 38,792,160.32**	**$ 2,018,127.38**	**$ -**	**$ 40,810,287.70**	**$ 16,189,453.91**	
67	512	Unemploy Reserve	$ 465,227.43	$ 288,778.13			$ 288,778.13	$ 208,739.86			$ 208,739.86	$ 545,265.70	261.22%
68	513	Health Reserve	$ 3,543,239.67	$ 17,313,778.34			$ 17,313,778.34	$ 15,654,371.76			$ 15,654,371.76	$ 5,202,646.25	33.23%
69	514	Workers Comp Res	$ 1,151,702.06	$ 4,536,370.80			$ 4,536,370.80	$ 3,712,132.85			$ 3,712,132.85	$ 1,975,940.01	53.23%
70	515	Risk Mgmt Reserve	$ 7,551,294.44	$ 4,546,286.33			$ 4,546,286.33	$ 7,585,674.01			$ 7,585,674.01	$ 4,511,906.76	59.48%
71	516	Wellness	$ 230,982.39	$ 75,000.00			$ 75,000.00	$ 66,900.00			$ 66,900.00	$ 239,082.39	357.37%
72	551	Equipment Rental	$ (378,636.41)	$ 3,953,511.00			$ 3,953,511.00	$ 3,568,549.61			$ 3,568,549.61	$ 6,324.98	0.18%
73	552	Replacement Reserve	$ 4,520,763.57	$ 2,665,267.00			$ 2,665,267.00	$ 2,930,350.00	$ 1,844,599.31		$ 4,774,949.31	$ 2,411,081.26	50.49%
74	555	Environmental	$ 286,253.35	$ 615,600.00			$ 615,600.00	$ 716,904.54			$ 716,904.54	$ 184,948.81	25.80%
75	560	PW Admin	$ 717,982.49	$ 1,691,604.00			$ 1,691,604.00	$ 1,855,609.61	$ 173,528.07	$ -	$ 2,029,137.68	$ 380,448.81	18.75%
76	581	Customer SVC	$ 731,808.94	$ 2,492,928.08			$ 2,492,928.08	$ 2,492,928.08			$ 2,492,928.08	$ 731,808.94	29.36%
77	**Fiduciary Funds:**		**$ 743,395.27**	**$ 12,000.00**	**$ -**	**$ -**	**$ 12,000.00**	**$ 12,000.00**	**$ -**	**$ -**	**$ 12,000.00**	**$ 743,395.27**	
78	710	Cemetery Trust	$ 743,395.27	$ 12,000.00		$ -	$ 12,000.00	$ 12,000.00		$ -	$ 12,000.00	$ 743,395.27	6194.96%
79	**Grand Total**		$ 155,801,104.35	$ 305,209,832.03	$ 13,331,153.18	$ 2,194,567.07	$ 320,735,552.28	$ 311,445,576.06	$ 24,463,948.03	$ 2,194,567.07	$ 338,104,091.16	$ 138,432,565.47	40.94%
80													
81													

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. 7.K.
For Meeting of: August 19, 2025

ITEM TITLE: Resolution authorizing a second amendment to the Commercial Lease Agreement between the City of Yakima and the Greater Yakima Chamber of Commerce for property located at 10 North 9th Street in Yakima

SUBMITTED BY: Ryan Bleek, Acting City Attorney

SUMMARY EXPLANATION:

The original Purchase and Sale Agreement for 10 North 9th Street between the City and the Chamber included in its consideration the ability for the Chamber to use the building for six months. The Chamber previously requested to extend that an additional four months through August 31, 2025, and pay the City $1,200.00 per month for each month of the extension.

The parties agree to a second amendment to the terms of the lease through May 31, 2026. The remaining terms and conditions of the original agreement remain the same, including rent at $1,200 per month.

ITEM BUDGETED: Yes

STRATEGIC PRIORITY 24-25: A Thriving Yakima

RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:
Resolution_second amendment.chamber.lease
Chamber.Amendment.2

RESOLUTION NO. R-2025-

A RESOLUTION authorizing a second amendment to the Commercial Lease Agreement between the City of Yakima and the Greater Yakima Chamber of Commerce for property located at 10 North 9th Street in Yakima.

WHEREAS, the City of Yakima purchased the property at 10 North 9th Street from the Greater Yakima Chamber of Commerce on or about October 31, 2024, and as part of the consideration of the purchase, the Greater Yakima Chamber of Commerce and the City of Yakima entered into a Commercial Lease Agreement with a Term through April 30, 2025; and

WHEREAS, the Greater Yakima Chamber of Commerce and the City of Yakima previously executed an amendment extending the term of the lease through August 31, 2025 for the monthly rent of $1,200 per month; and

WHEREAS, the parties agree that an additional extension of the lease through May 31, 2026, is in their mutual interest and the monthly rent specified in the first lease amendment remains in effect; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager is hereby authorized to execute the Second Amendment to Commercial Lease Agreement Executed on 10/31/24, attached hereto and fully incorporated herein.

ADOPTED BY THE CITY COUNCIL this 19th day of August, 2025.

ATTEST: Patricia Byers, Mayor

Rosalinda Ibarra, City Clerk

SECOND AMENDMENT TO
COMMERCIAL LEASE AGREEMENT
EXECUTED ON
10/31/24

THIS SECOND AMENDMENT TO THE COMMERCIAL LEASE AGREEMENT is made and entered into by and between the City of Yakima, Landlord, and the Greater Yakima Chamber of Commerce, Tenant, which mutually agree to further amend the Commercial Lease Agreement executed on October 31, 2024, and as amended on April 17, 2025, as follows:

1. Article III: Term, shall be amended to read as follows:

The Lease term shall commence on November 1, 2024 ("Commencement Date") and shall continue through May 31, 2026, unless terminated earlier under the terms hereof, at which time the Lease will automatically terminate without further notice. Tenant and any subtenant shall fully vacate the Premises upon termination of the Lease and possession of the same shall revert to Landlord.

2. Article VI: Acceptance of Premises, shall be amended to read as follows:

Tenant represents and warrants to Landlord that Tenant is familiar with the Premises and with the improvements previously placed therein; that Tenant accepts the Premises and Building (including the mechanical, electrical, plumbing, roof, fixtures, fire protection and HVAC systems, if any) **as is, where is,** in its present condition, and as suitable for the purposes for which it is leased, and subject to all applicable municipal, county and state laws, ordinances and regulations governing and regulating the use of the premises and to all matters disclosed by this lease and by any exhibits attached hereto; and that neither Landlord, nor Landlord's agents, have made any representation or warranty as to the suitability of the Premises for the conduct of tenant's or subtenant's business.

Tenant agrees and understands that Landlord shall have no duty to maintain, preserve, and/or repair the Premises or Building (including, without limitation, the mechanical, electrical, plumbing, roof, fixtures, fire protection, and HVAC systems, if any). Landlord will not repair or replace any heating or air conditioning unit or units. Tenant's sole remedy for the failure of any portion of the Premises or the improvements thereon shall be the termination of this Lease for convenience as provided herein.

3. Article XXXIV: Termination Without Cause, shall be amended to read as follows:

After March 31, 2026, unless termination is due to the failure of the HVAC system as outlined in Article VI, the Tenant may terminate this Lease without cause or for convenience, by giving the Landlord sixty (60) days written notice of termination. After March 31, 2026, Landlord may not terminate this Lease without cause or for convenience. In the event of termination without cause or for convenience, the Tenant may continue to occupy the Premises through the notice period and shall vacate the Premises on or before the end of the notice period. Upon the running of the notice period, the Lease shall terminate and possession of the Premises shall be turned over to Landlord.

Except as expressly modified herein, all other terms and conditions of the original Commercial Lease Agreement executed on October 31, 2024, and Amendment to Commercial Lease Agreement dated April 17, 2025, shall remain in full force and effect.

If any section, subsection, paragraph, sentence, clause or phrase of this Amendment is declared invalid or unconstitutional for any reason, such decision shall not affect the validity of the remaining portions of this Amendment or the original Commercial Lease Agreement.

LANDLORD:	TENANT:
CITY OF YAKIMA	GREATER YAKIMA CHAMBER OF COMMERCE
_____	_____
Victoria Baker, City Manager 129 North 2nd Street Yakima, WA 98901	Kristi Foster, CEO/President 10 North 9th Street Yakima, WA 98901
Dated: _____	Dated: 8/19/25

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. 8.A.
For Meeting of: August 19, 2025

ITEM TITLE: Closed record public hearing and Resolution to consider the Hearing Examiner's recommendation regarding the master planned development and subdivision for Champions Park Phases 2 - 6

SUBMITTED BY: Trevor Martin, Planning Manager
*Eric Crowell, Senior Planner

SUMMARY EXPLANATION:

On February 20, 2025, HLA Engineering & Surveying, on behalf of Prickly Pear Holdings LLC, submitted applications for Champions Park phases 2 through 6 consisting of a master planned development (file no. PD#001-25/DEV#001-25) with a preliminary long plat (PLP#001-25), critical areas review (CAO#001-25), and SEPA environmental review (SEPA#002-25). The proposal spans across several existing parcels located in the vicinity of S 38th Ave and Sorenson Rd, to the south and west of the Sozo Sports Complex.

Phase 1 of the Champions Park development was approved by City Council on March 19, 2024 via Resolution No. R-2024-051, for subdividing 21 acres into 47 single-family lots and 46 common-wall lots. That subdivision, located south of phases 2 through 6, has been recorded with Yakima County and development of the new housing has started.

Champions Park phases 2 through 6 would create a total of 221 lots over approximately 85 acres of land and is summarized as follows:
Phase 2: 27.46 acres with 64 residential lots (60 single-family, 4 common-wall).
Phase 3: 8.65 acres with 42 lots (1 single-family, 25 multifamily units, 36 common-wall, and 1 floodplain lot).
Phase 4: 15.23 acres for an RV park with 71 stalls, a clubhouse, and recreational amenities.
Phase 5: 6.99 acres for commercial development, including a tap house/restaurant, quick service restaurant (QSR), hotel (110 rooms), and greenspace.
Phase 6: 29.6 acres with 112 single-family home lots.

The Hearing Examiner held an open record public hearing on June 26, 2025, and submitted a recommendation of approval on July 10, 2025.

The complete hearing record was distributed to City Council in the agenda packet on August 4, 2025, and can be found online at: https://www.yakimawa.gov/council/agendas-and-minutes/

ITEM BUDGETED: N/A

STRATEGIC PRIORITY 24-25: A Resilient Yakima

RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:
Resolution_PD-001-25_PLP-001-25

RESOLUTION NO. R-2025-

A RESOLUTION approving the Master Planned Development of Champions Park Phases 2 – 6 and authorizing and directing the City Manager to execute a Development Agreement with Prickly Pear Holdings LLC (herein after "Developer") to provide for the terms and conditions of development of a preliminary long plat and planned development to be located at the vicinity of Sorenson Rd. between S. 38th Ave. and S. 52nd Ave., in the City of Yakima.

WHEREAS, on February 20, 2025, HLA Engineering & Surveying on behalf of Prickly Pear Holdings LLC, submitted an application for a 221-lot preliminary subdivision (PLP#001-25/SEPA#002-25/CAO#001-25) and planned development (PD#001-25/DEV#001-25) known as Champions Park Phases 2 – 6 (the "Project") for 218 residential lots, two commercial lots, and one lot for an RV park and recreation area; and

WHEREAS, Developer has obtained development rights for eight parcels of approximately 85 acres at the vicinity of Sorenson Rd. between S. 38th Ave. and S. 52nd Ave., Yakima, Washington (the "Property"), which is legally described in the Development Agreement as Exhibit "A", attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the City of Yakima (herein after "City") is a first class charter city incorporated under the laws of the State of Washington and has the authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and thereby to control the use and development of property within its corporate limits; and

WHEREAS, the City has the authority to enter into development agreements with those who own or control property within its jurisdiction pursuant to RCW 36.70B.170 through 36.70B.210, and YMC § 15.28.050; and

WHEREAS, on April 7, 2025, the City issued a Notice of Application and Environmental Review for the Project; and

WHEREAS, Developer has proposed separate legal parcels by a subdivision of the property, as defined in YMC § 14.10.020 and described in YMC Chapter 14.20; and

WHEREAS, the specific proposed use of the property identified by Developer is that of a mixed-use master planned subdivision; and

WHEREAS, Developer intends to take appropriate steps to comply with environmental and land use requirements related to development of the property; and

WHEREAS, the City of Yakima Planning Division conducted environmental review of the Project under the State Environmental Policy Act ("SEPA") and issued a Determination of Nonsignificance ("DNS") on the Project on June 5, 2025; and

WHEREAS, on June 26, 2025, the Hearing Examiner held an open record public hearing in consideration of the Project; and

WHEREAS, on July 10, 2025, the Hearing Examiner issued his land use recommendation proposing that the Project be approved subject to conditions, attached hereto as Exhibit “B” and incorporated herein by this reference; and

WHEREAS, on August 19, 2025, after notice duly given according to the requirements of the City of Yakima Municipal Code, the City Council held a closed record public hearing and adopted the recommendation of the Hearing Examiner; and

WHEREAS, the City has determined that the Project is a development for which this Agreement is appropriate, and desires to enter into this Agreement. This Agreement will amongst other things, implement the conditions in the Final Decision, eliminate uncertainty over development of the Project, provide for the orderly development of the Project consistent with the City’s current Comprehensive Plan and zoning for this Property, mitigate environmental impact, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

Section 1. Incorporation of Recitals. The above recitals are hereby incorporated into this resolution.

Section 2. Incorporation of the Hearing Examiner’s Recommendation and Conditions of Approval. The Hearing Examiner’s Recommendation is hereby adopted and ratified by the Yakima City Council as its conditional decision and approval of the Application herein. A copy of the Recommendation is attached hereto as Exhibit “B” and fully incorporated herein by this reference.

Section 3. Findings. The Yakima City Council adopts the findings of the Hearing Examiner as its own findings herein, and further finds that the requirements of RCW § 58.17.110 have been met.

Section 4. Development Agreement. The City Manager of the City of Yakima is hereby authorized and directed to execute the attached and incorporated Development Agreement. The Yakima City Council, after a duly noticed public hearing, has determined that execution of this Agreement furthers the public health, safety and general welfare, and that the provisions of this Agreement are consistent with the Comprehensive Plan and applicable development regulations.

Section 5. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this resolution is declared invalid or unconstitutional for any reason, such decision shall not affect the validity of the remaining portions of this resolution.

ADOPTED BY THE CITY COUNCIL this 19th day of August, 2025.

ATTEST: Patricia Byers**,** Mayor

Rosalinda Ibarra, City Clerk

Exhibit A

FEB 2 0 2025
CITY OF YAKIMA
PLANNING DIV.

**Development Agreement By and Between
City of Yakima, Washington, and
Prickly Pear Holdings, LLC**

This Development Agreement ("Agreement") is made and entered into between the City of Yakima, a Washington municipal corporation ("City") and Prickly Pear Holdings, LLC ("Developer").

I. RECITALS

WHEREAS, the City is a first class charter city incorporated under the laws of the State of Washington and has the authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and thereby to control the use and development of property within its corporate limits; and

WHEREAS, the City has the authority to enter into development agreements with those who own or control property within its jurisdiction pursuant to RCW 36.70B.170- 36.70B.210, and YMC 15.28.050; and

WHEREAS, Developer owns several parcels totaling approximately 85 acres (the "Subject Property") within the city limits of the City of Yakima in the Suburban Residential (SR), Single-Family Residential (R-1), Two-Family Residential (R-2), Multifamily Residential (R-3), and General Commercial (GC) zoning districts; and

WHEREAS, Developer has applied for a Preliminary Long Plat and Mixed Use Planned Development in accordance with the City's Subdivision Ordinance and Master Planned Development Overlay Ordinance, YMC Chapter 14.20 and YMC Chapter 15.28, respectively. The parties intend that this Agreement guide the future uses of the Subject Property, the legal description of which appears on the attached Exhibit "A"; and

WHEREAS, the parties intend this agreement to guide the current and future uses of the property; now, therefore,

In consideration of mutual benefits, the parties agree as follows:

II. AGREEMENT

1. **The proposed development.** Developer's proposal for the property is hereby acknowledged and warranted to be for the purpose of constructing a mixed use planned development. Developer specifically acknowledges and warrants that the proposal for the property is construction of approximately 173 single-family lots, 40 common-wall lots; and 4 multifamily lots containing 25 duplex buildings (50-units); a private community park; and a 15-acre RV park with recreation area. Additionally, there are approximately 7 acres of commercial development space for restaurants and a 110-room hotel. The Developer's preliminary plat/planned development application has been filed with the City. It has been reviewed and recommended for approval by the City of Yakima Hearing Examiner to the Yakima City Council. The Hearing Examiner's Recommendation, dated _____, 2025, is incorporated herein and attached hereto as Exhibit "B". The said subdivision and planned development is referred to herein as the "proposed development."

2. **Conditions of approval.** Developer agrees to abide by the terms and conditions of approval recommended by the Hearing Examiner, including construction of all infrastructure descried on the preliminary plat/planned development site plan map and incorporated herein by this reference as if set forth in full, including as the same may be revised to conform with conditions of approval set forth in the Hearing Examiner's Recommendation. Developer agrees that the use of the property pursuant to this agreement shall be consistent with the project description identified in the Washington State Environmental Policy Act Determination of Nonsignificance issued by the City of Yakima on _____, 2025, and incorporated herein by this reference as if set forth in full (the "DNS"). Developer agrees to

abide by the conditions of such further or additional land use permits or approvals as may be identified in the DNS, or as may otherwise be required by applicable federal, state, and local law including but not limited to the City's Title 12 and all other applicable development standards, as the same may currently exist or may be hereafter amended; provided, however, that the procedures and substantive rules of the City's Master Planned Development ordinances, as codified in YMC Chapter 15.28 as it existed as of the date of this agreement and incorporated herein by this reference, shall guide and control all matters related to said ordinances and to the planned development aspect of the proposed development until this agreement terminates as provided elsewhere herein. Developer agrees to make future applications or submissions as may be necessary to fully implement any phased review of the proposed development and any specific project proposed therein.

3. **Developer's Compliance.** Developer agrees to abide by all such conditions as identified as a part of the Developer's Home Owner's Association and Declaration of Covenants, Conditions and Restrictions for the proposed development and incorporated herein by this reference as if set forth in full.

4. **Appeals.** In the event that any of the permits or approvals associated with the proposed development, including but not limited to SEPA determinations, preliminary plat, or planned development approval, are or may be appealed, then in that event, the City's obligations under this Agreement, and under the above-referenced development entitlements, shall be suspended, and may be terminated upon either order of court of competent jurisdiction or mutual agreement of the parties. Developer agrees not to appeal any of the previously required permits or approvals associated with the proposed development, including but not limited to SEPA determinations, preliminary plat, or planned development approval.

5. **Default/Notices.** No party shall be in default under this Agreement unless it has failed to perform as required for a period of thirty (30) days after written notice of default to the other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. The party not in default under this Agreement shall have all rights and remedies provided by law or equity, including without limitation, damages, specific performance or writs to compel performance or require action consistent with this Agreement.

6. **No third party beneficiary.** This agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this agreement.

7. **Third-Party Legal Challenge.** In the event any legal action or special proceeding is commenced against the City by any person or entity other than a party to this Agreement to challenge this Agreement or any provision herein, including any of the permits, approvals, or entitlements associated with this Agreement, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer, and Developer shall have the sole responsibility for defense of the third-party legal challenge. The tender and acceptance thereof shall relate solely to defense of the claims but shall not include assumption of any municipal liability, obligation or legal responsibility arising from or related to challenged municipal acts or omissions. The Developer shall not settle any such tendered lawsuit without the consent of the City, which consent shall not be unreasonably withheld.

8. **Term.** This Agreement shall continue in force for a period of thirty (30) years unless extended or terminated as provided herein or when the property has been fully developed, whichever first occurs, and all the Developer's obligations in connection herewith have been satisfied to the sole reasonable discretion of the City. Provided, however, that termination of this agreement shall not affect any of Developer's obligations to comply with the Yakima Urban Area Comprehensive Plan, any applicable zoning, subdivision or other municipal codes, or any land use entitlements approved with respect to the property or proposed development. Termination of this agreement shall not affect any Developer's obligations herein which expressly or by implication are to continue after the termination of this agreement; notwithstanding the generality of the foregoing, the parties expressly agree and covenant that the streets within the proposed development shall be required to be private and shall never be accepted by the City of Yakima as public streets.

RECEIVED

FEB 2 0 2025

CITY OF YAK...
PLANNING DIV

9. **City's Reservation of Rights.** The parties intend this agreement is interpreted to the full extent authorized by law as an exercise of the City's authority to enter into development agreements pursuant to RCW 36.70B.170. Provided, however, that this agreement shall be construed to exclude from its scope and reserve to the City the authority which is prohibited by law from implementation by mutual agreement with consideration of parties acting under Ch. 36.70B RCW. Without limitation, this shall include the right of the City to impose new or different conditions on the property to the extent required by stormwater development standards and any serious threat to public health and safety. Developer acknowledges that any phased approach to developing the proposed development contemplates and requires the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA and other applicable law. Nothing in this agreement shall be construed to limit the authority or the obligation of the City or any of its officials or officers in complying with or applying applicable law during review of specific project proposals or other subsequent phases of the proposed development.

10. **Developer's Warranties and Representations.** Developer represents and warrants to City that Developer has a property interest in the property, and that the covenants and obligations of Developer in this Agreement and in the permits, approvals, and entitlements associated with this Agreement and the proposed development do not violate or constitute a default under or breach of any agreement between Developer and any third party by which Developer is bound. Developer represents and warrants to City that Developer is fully authorized to enter into and perform its obligations under this Agreement. Developer represents and warrants to City that there is neither pending nor, to the knowledge of Developer, any threatened legal action, arbitration or administrative hearing before any governmental authority to which Developer is a party and which could enjoin or restrict Developer's right or ability to perform its obligations under this Agreement.

11. **Development Standards.** Developer proposes the following development standards for residential and commercial uses within the Master Planned Development, which are proposed to allow flexibility in accordance with YMC 15.28.010(A)(1):

Residential Uses:

Single-Family Residential	
Minimum Lot Size	6,000 Square-Feet
Maximum Lot Coverage	60%
Minimum Lot Width	50-feet
Setbacks	Consistent with YMC 15.05.030, Table 5-1
Common-Wall Residential	
Minimum Lot Size	3,500 Square-Feet
Maximum Lot Coverage	60%
Minimum Lot Width	35-feet
Setbacks	Consistent with YMC 15.05.030, Table 5-1
Multifamily Residential	
Minimum Lot Size	6,000 Square-Feet
Maximum Lot Coverage	80%
Minimum Lot Width	50-feet
Setbacks	Consistent with YMC 15.05.030, Table 5-1

Commercial Uses:

Maximum Lot Coverage	80%
Maximum Building Height	35-feet
Setbacks	Consistent with YMC 15.05.030, Table 5-1
Minimum Lot Size for non-residential uses	None

RECEIVED
FEB 2 0 2025
CITY OF YA...
PLANNING DIV

12. **Modification of an Approved Master Planned Development Overlay.** Modifications to the adopted master development plan and/or development agreement may be requested from time to time.

Minor modifications will undergo Type (1) or Type (2) review as defined in YMC Chapters 15.13 and 15.14. The administrative official shall review modification to the adopted master development plan and/or development agreement as a minor modification if it has been determined that:

A. The amendment does not increase the areas identified for any particular land use or increase the residential density approved in the master plan or as permitted in the underlying zoning district;
B. The amendment does not increase the total area of nonresidential uses by more than five percent;
C. The amendment does not materially change the type and character of approved uses;
    i. Phase 5 Commercial Area: For the purpose of determining a material change in the type and character of approved uses in the Phase 5 Commercial Area, that shall be defined as any use that is not a Class 1 or 2 Permitted Use in the General Commercial (GC) zoning district (YMC § 15.04.030, Table 4-1). For the purposes of determining future processing of a Minor Modification to the Commercial Area, Class 1 uses shall undergo Type 1 review and Class 2 uses shall undergo Type 2 review.
D. The amendment does not materially change parking or traffic circulation within the development;
E. The amendment does not materially change setbacks, buffers, landscaping,critical areas, or other mitigation measures;
F. The amendment does not materially impact the overall design of the approved master plan; and
G. Other similar changes of a minor nature proposed to be made to the configuration, design, layout or topography of the master planned development which are deemed not to be material or significant in relation to the entire master planned development and are determined not to have any significant adverse effect on adjacent or nearby lands or the public health, safety or welfare.

Major modifications will undergo Type (3) review as defined in YMC Chapter 15.15 and shall be referred to the hearing examiner in accordance with YMC 15.15.040. A "major modification" shall be any modification to an approved master development plan or development agreement that is deemed more significant than a "minor modification" as described hereinabove.

13. **Vesting.** The master planned development review shall be vested to development regulations, standards, conditions, and laws applicable at the time the development agreement is recorded, inclusive of specific conditions and standards set forth in said Development Agreement to the extent it complies with applicable Washington law. The vesting period shall be for the "Term" as stated in the development agreement and shall be agreed upon by the parties to the Development Agreement after giving consideration to the extent and complexity of the proposed development as well as specific development planning considerations raised by the developer.

14. **Severability.** If any provision of this Agreement are determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law or tribunal with jurisdiction, then the remainder of this Agreement not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect.

15. **Agreement to be Recorded.** This Agreement may be modified only by written agreement of the parties hereto. This Agreement or a memorandum thereof shall be recorded against the Property as a covenant with the land which touches and concerns the Property and shall be binding upon the City and Developer, their heirs, successors and assigns, and all future owners of the Property.

RECEIVED
FEB 2 0 2025
CITY OF YAKIMA
PLANNING DIV

Developer shall be responsible for the costs of recording. Any approved modifications to this Agreement shall also be recorded against the Property.

16. **Agreement Approval.** This Agreement may only become effective upon execution by the City of Yakima following adoption of a resolution approving the same following a public hearing in compliance with Ch. 36.70B RCW.

17. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and incorporates all prior discussions and agreements.

IN WITNESS WHEREOF, this Agreement has been entered into between the City and Developer, and is effective as of the _____ day of _____, 2025.

PRICKLY PEAR HOLDINGS, LLC
a Washington limited liability company

_____
By: _____
Its: _____

CITY OF YAKIMA, a political subdivision of
the State of Washington

_____
By: _____, Mayor

APPROVED AS TO FORM

_____
By: _____, City Attorney

ATTEST TO:

_____
By: _____, City Clerk

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

STATE OF WASHINGTON)
) ss.
County of Yakima)

RECEIVED
FEB 20 2025
CITY OF YAKIMA
PLANNING DIV

On this ____ day of _____, 2025, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of PRICKLY PEAR HOLDINGS, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated the (s)he is authorized to execute the same instrument on behalf of the limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.

_____
NOTARY PUBLIC, in and for the State of Washington, residing at _____
My commission Expires: _____

STATE OF WASHINGTON)
) ss.
County of Yakima)

On this ____ day of _____, 2025, I certify that I know or have satisfactory evidence that _____, MAYOR of the CITY OF YAKIMA, is the person who appeared before me, and said person acknowledged that they are authorized to sign this instrument on behalf of the City of Yakima, and acknowledged it to be their free and voluntary act for the uses and purposes of mentioned in the instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

_____
NOTARY PUBLIC, in and for the State of Washington, residing at _____
My commission Expires: _____

RECEIVED
FEB 2 0 2025
CITY OF YAKIMA
PLANNING DIV.

EXHIBIT "A"
LEGAL DESCRIPTION

Parcels and Legal Description:

181203-22005: W 257.75 FT OF E 287.75 FT OF W1/2 NW1/4 LY N OF BELLMAR ADD EX N 647.5 FT

181203-22007: Section 03 Township 12 Range 18 Quarter NW: S 310.61 FT OF N 491.11 FTOF W 257.75 FT OF E 287.75 FT OF GOV LOT 4

181203-22008: Section 03 Township 12 Range 18 Quarter NW: GOV LOT 4 EX E 287.75 FT ALSO W 257.75 FT OF E 287.75 FT OF N 180.5 FT ALSO TH PT OF SW1/4 NW1/4 LY N OF BELLMAR ADD: EX E 287.181204-11002:

181204-12001: Section 04 Township 12 Range 18 Quarter NE: Government Lot 2, Section 4, Township 12 North, Range 18 East, W.M.; ANO the West 30.00 feet of Government Lot 1 of said Section 4 as measured perpendicular to the West line thereof; AND the West 30.00 feet of the following described parcel as measured perpendicular to the West line thereof: That portion of the Southeast 1/4Northeast 1/4 of said Section 4 described as follows: Commencing at the Southeast corner of said subdivision; thence North 00°39'20"" East along the East line thereof, 1353.31 feet to Beginning; thence North 89?°44'45"" West, 1317.31 feet to a point on the West line of said subdivision which lies 1345.36 feet North 00?°50"45"" East from the Southwest corner of said North 00?°50'45"" East along said West line, 15.27 feet to the Northwest corner of said subdivision; thence South 89°58'06"" East along the North line thereof, 1317.31 feet to the North; thence South 00°39'20"" West along the East line of said subdivision, 20.39 feet to the Point of Beginning; AND that portion of Vacated South 46th Avenue lying Northerly of L(Extended) and Westerly of Lot 1, BellMar Addition, located In the Northeast 1/4 of Section 4, Township 12 North, Range 18 East, W.M., records of Yakima County Washington; AND the North East 165 feet of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 12 North, Range 18 East, W.M.

181204-14409: Section 04 Township 12 Range 18 Quarter NE: SHORT PLAT 88025 Lot 1

181333-44008: N1/2 S1/2 SE1/4 SE1/4

181334-33401: Section 34 Township 13 Range 18 Quarter SE: SPM AF 7893928 The west 280.70 ft of Lot 7 and the South 219.66 ft of the West 280.70 feet of Lot 8

RECEIVED
FEB 2 0 2025
CITY OF YAKIMA
PLANNING DIV.

EXHIBIT "B"
HEARING EXAMINER'S RECOMMENDATION

PLACEHOLDER

DRAFT

RECEIVED
FEB 2 0 2025
CITY OF YAKIMA
PLANNING DIV.

COMMUNITY DEVELOPMENT DEPARTMENT
Bill Preston, P.E., Director

Trevor Martin, AICP, Manager
Planning Division
129 North Second Street, 2nd Floor Yakima, Washington 98901
Phone (509) 575-6183 • Fax (509) 575-6105 • Email: ask.planning@yakimawa.gov

Exhibit B

NOTIFICATION OF HEARING EXAMINER'S RECOMMENDATION TO THE YAKIMA CITY COUNCIL

DATE:	July 14, 2025
TO:	Applicant, Adjoining Property Owners and Parties of Record
SUBJECT:	Notice of the Hearing Examiner's Recommendation
FILE #(S):	PD#001-25, DEV#001-25, PLP#001-25, SEPA#002-25, CAO#001-25
APPLICANT:	HLA Engineering & Surveying, Inc. on behalf of Prickly Pear Holdings LLC
PROJECT LOCATION:	Vicinity of Sorenson Rd. between S.38th Ave. & S. 52nd Ave.

On July 10, 2025, the City of Yakima Hearing Examiner issued their recommendation for **PD#001-25, DEV#001-25, PLP#001-25, SEPA#002-25, and CAO#001-25**, the Plat of Champions Park Phases 2 – 6 is a mixed-use master planned development in the SR, R-2, and R-3 zoning districts spanning 85 acres and includes: Phase 2: 27.46 acres with 64 residential lots (60 single-family, 4 common wall). Phase 3: 8.65 acres with 42 lots (1 single-family, 25 duplexes across 4 lots, 36 common wall, and 1 floodplain lot). Phase 4: 15.23 acres for an RV park with 71 stalls, a clubhouse, and recreational amenities. Phase 5: 6.99 acres for commercial development, including a tap house/restaurant, 2 QSRs, hotel (110 rooms), and green space.. This application was reviewed during an open record public hearing held on June 26, 2025.

Enclosed is a copy of the Hearing Examiner's Recommendation. The recommendation will be considered by the Yakima City Council at a public hearing, which will be scheduled at a later date. The City Clerk's Office will notify you of the date, time, and location of the hearing.

If you have any questions or need further assistance, please contact the assigned planner, Eric Crowell, Senior Planner, at (509) 576-6736, or e-mail to eric.crowell@yakimawa.gov.

Eva Rivera
Planning Technician

Date of Mailing: **July 14, 2025**
Enclosures: Hearing Examiner's Recommendation

RECEIVED

JUL 10 2025

CITY OF YAKIMA
PLANNING DIV.

CITY OF YAKIMA, WASHINGTON
HEARING EXAMINER'S RECOMMENDATION

July 10, 2025

In the Matter of an Application for a Planned Development and a Preliminary Plat with Some Type (2) Uses, and SEPA And Critical Areas Review Submitted by:	**PD#001-25**
	DEV#001-25
Prickly Pear Holdings, LLC	**PLP#001-25**
	SEPA#002-25
To be Located on 85 Acres on the South Side of Sorenson Road between South 38th Avenue and South 52nd Avenue in the SR, R-1, R-2, R-3 & GC Zoning Districts South Of the SOZO Sports Complex to be known As the "Plat of Champions Park Phases 2-6"	**CAO#001-25**

A. Introduction. The preliminary findings relative to the hearing process for this matter are as follows:

(1) The Hearing Examiner conducted an open record public hearing for this master application for a Planned Development and a Preliminary Plat on June 26, 2025.

(2) The detailed and thorough Planning Division staff report presented by Associate Planner Eric Crowell recommended approval of this Planned Development and Preliminary Plat subject to enumerated conditions.

(3) Testimony regarding this master application was presented by the Applicant's representative, Joseph Calhoun of HLA Engineering and Land Surveying, Inc., who had previously submitted a very thorough narrative explanation of the proposal with his master application and who followed up at the hearing by requesting some minor revisions to two of the recommended conditions; was presented by a South 52nd Avenue resident Harold Bullington and property owner Steve Hart who both indicated that South 52nd Avenue should be widened and improved with curbs, gutters and sidewalks; was

RECEIVED

JUL 10 2025

CITY OF YAKIMA
PLANNING DIV.

presented by the Applicant's representative Mike Heit also of HLA Engineering and Land Surveying, Inc. who indicated that South 52nd Avenue in this location is a County Road, that there were numerous meetings regarding this proposal without any request from the County for improvements to South 52nd Avenue and that the requisite nexus would limit any requirement of that type to the Applicant's very minimal proportionate share of traffic that would be utilizing the road; and was presented by Kenneth Thoms who expressed concerns about his potential loss of view to the south, the traffic on South 52nd Avenue and the proposed construction in the floodplain.

(4) This recommendation has been issued within ten business days of the open record public hearing.

B. Summary of Recommendation. The Hearing Examiner recommends approval of this Planned Development and approval of this Preliminary Plat subject to conditions and based on reasons that are similar to those set forth in Eric Crowell's staff report.

C. Basis for Recommendation. Based on a view of the site and surrounding area with no one else present on June 25, 2025; the staff report, exhibits and testimony presented at the open record public hearing on June 26, 2025; and a consideration of the applicable Planned Development criteria, Preliminary Plat requirements, development standards and consistency criteria; the Hearing Examiner makes the following:

FINDINGS

I. Applicant/Property Owner/Representative. The Applicant and property owner is Prickly Pear Holdings, LLC, 2550 Borton Road, Yakima, WA 98903-9766. The representatives of the Applicant and property owner for this proposal who testified at the

RECEIVED
JUL 10 2025
CITY OF YAKIMA
PLANNING DIV.

hearing are Joseph Calhoun and Mike Heit of HLA Engineering and Land Surveying, Inc., 2803 River Road, Yakima, WA 98902.

II. Location. The location of the proposal is on the south side of Sorenson Road between South 38th Avenue on the east and South 52nd Avenue on the west. The SOZO Sports Complex is on adjacent property to the north.

III. Application. The "Plat of Champions Park Phases 2 – 6" is a proposed mixed-use master planned development in the SR, R-1, R-2, R-3 and GC zoning districts spanning 85 acres and includes the following phases: Phase 2 consisting of 27.46 acres with 64 residential lots (60 single-family, 4 common wall); Phase 3 consisting of 8.65 acres with 42 lots (1 single-family, 25 duplexes across 4 lots, 36 common wall lots, and 1 floodplain lot); Phase 4 consisting of 15.23 acres for an RV park with 71 stalls, an office/store, a clubhouse, and recreational amenities; Phase 5 consisting of 6.99 acres for commercial development, including a tap house/restaurant, a quick service restaurant, a 110-room hotel, and green space; and Phase 6 consisting of 29.60 acres for 112 single-family home lots. The total residential use across Phases 2, 3 and 6 total 218 lots for 263 dwelling units. This master application was received on February 20, 2025, and deemed complete for processing on April 3, 2025.

IV. Jurisdiction. Sections 1.43.080, 15.28.040 and 14.20.100 of the Yakima Municipal Code (YMC) provide that the Hearing Examiner shall hold a public hearing and submit recommendations to the City Council relative to the Planned Development criteria listed in YMC §15.28.040 and the Preliminary Plat criteria listed in YMC §14.20.100 and

RECEIVED
JUL 10 2025
CITY OF YAKIMA
PLANNING DIV.

in RCW Chapter 58.17. Since this is a master application, the City Council will make the decision regarding all of the aspects of this application which include some Type (2) uses in the development allowed under YMC Chapter 15.14 and which include a Critical Areas review required under YMC Chapter 15.27.

V. Notices. The property was posted with a land use action sign on April 2, 2025. A Notice of Application and Environmental Review was sent to the Applicant, SEPA agencies and property owners within 300 feet of the subject property on April 7, 2025. The 14-day public comment period for the SEPA review ended on April 21, 2025, with four agency comments and no public comments being received. A Notice of the preliminary Determination of Nonsignificance and of the open record public hearing set for June 26, 2025, was sent to the Applicant, SEPA agencies and property owners within 300 feet of the subject property on June 5, 2025, and was also published in the Yakima Herald-Republic on June 5, 2025.

VI. Zoning and Land Use. The subject property consisting of approximately 85 acres is zoned Suburban Residential (SR), Single-Family Residential (R-1), Two-Family Residential (R-2), Multifamily Residential (R-3), and General Commercial (GC). It is currently vacant except for a few single-family homes. The zoning and land uses of surrounding properties are as follows:

North	SR, GC, M-1	Residential, Parks
South	R-1, R-2	Residential
East	M-1	Industrial
West	SR, R-1	Residential

RECEIVED
JUL 10 2025
CITY OF YAKIMA
PLANNING DIV.

VII. Yakima Comprehensive Plan 2040. The subject property is located within the Low Density Residential, Mixed Residential and Commercial Mixed-Use Comprehensive Plan designations.

VIII. Environmental Review. This master application was required to undergo a State Environmental Policy Act (SEPA) review. On June 5, 2025, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) which became final without an appeal.

IX. Transportation Concurrency Ordinance. The Applicant applied for Transportation Concurrency (TCO#004-25) on February 20, 2025. A very lengthy and detailed Transportation Impact Analysis was also submitted, which recommended that the development be responsible for adding turn lanes and installing a traffic signal at the intersection of South 52nd Avenue and West Washington Avenue.

X. Applicant's Statement of Details and Benefits of this Development. The Applicant's narrative answers to specific questions required of this type of development describe the following details and benefits of this proposal:

(1) What land uses are proposed? *The Champions Park Mixed Use Planned Development proposed land uses will consist of low density residential, multi-family residential, and general commercial uses. The project consists of 5 current phases located on approximately 85 acres of land. The Master Planned Development includes the following Phases and Uses:*

- *Phase 2: 64 total lots across 27.46 acres. This phase will include 60 single-family home lots and 4 common-wall lots.*
- *Phase 3: 42 total lots across 8.65 acres. This phase will include 1 single-family home lot, 25 multifamily dwellings (50 units) across 4-lots,*

RECEIVED
JUL 10 2025
CITY OF YAKIMA
PLANNING DIV.

and 36 common-wall lots, including 1 non-buildable lot that includes mapped floodplain and floodway.

- *Phase 4: 15.23-acre RV Park with recreation area. This includes 71 RV stalls, a 10,200 square-foot office/store, and a 3,625 square-foot clubhouse with pool, tennis courts, basketball courts and open space.*
- *Phase 5: There are approximately 6.99 acres of commercial development space proposed for the following uses and site configuration:*
  - *Tap house/restaurant area - 7,520 s.f.*
  - *Patio area - 1,400 s.f.*
  - *Greenspace / yard area - approximately 45,737 s.f.*
  - *Quick Service Restaurant (QSR)- 2,510 s.f.*
  - *110-room hotel with associated parking, landscaping, and greenspace.*

A conceptual layout of the commercial area is provided on the site plan which shows parking/drive aisles, building location(s) and possible uses. It is anticipated that the final determination on land use(s) and site layout will be authorized through the Type 1 Review process. Potential uses include Class 1 permitted uses in the GC Zone per YMC § 15.04.030, Table 4-1.

- *Phase 6: 112 single-family home lots across 29.60 acres.*

Total residential use across Phases 2, 3 and 6: 218 lots, 263 dwelling units.

For the purpose of analyzing the overall development in the area, we want to reference Champions Park Phase 1, approved on March 19, 2024 by Resolution R-2024-051. This Phase includes 47 single-family lots and 46 common-wall lots (City File PLP#002-23}. The Final Plat was recorded on December 11, 2024 (City File FLP#004-24). Since this phase is completed, it is not part of the current 5 remaining phases or included in the Development Agreement. However, analysis of the total project considerations for overall traffic generation, utility extension, etc. included and will reference Phase 1.

(2) Will the land be subdivided? If so, what type of subdivision? (Long Plat, Short Plat, Binding Site Plan, etc.). *Proposed long-plat subdivisions will occur over several phases and includes approximately 85 acres for a combination of single-family, common wall, and multi-family dwelling units. The subdivisions will create 218 lots and propose 263 dwelling units.*

(3) How does the proposed Planned Development allow flexibility in development standards and permitted uses while ensuring compatibility with neighboring uses? *Underlying land zoning includes a combination of SR, R-1, R-2, R-3 and GC. The*

RECEIVED

JUL 10 2025

CITY OF YAKIMA
PLANNING DIV.

proposed Planned Development is intended to allow for commercial development which would otherwise not be allowed in the residential zoning districts. The residential development will conform to residential development standards, including building height, density, lot coverage, setbacks of the underlying zone. Density range for the residential development is approximately 4 dwelling units/acre. The proposed commercial development and RV park will complement surrounding uses and provide additional services that support the SOZO Sports Complex, airport to the northeast, and the proposed residential development to the west. The proposed commercial development will meet all development standards associated with the type of development, including parking, setbacks, lot coverage, landscaping, and appropriate site screening and buffers where required.

(4) Describe how the proposed Planned Development facilitates the efficient use of the land. *Over 85 acres of the proposed development will be a mixture of residential and multi-family construction providing approximately 218 lots and 264 dwelling units. Proposed are 173 single-family lots, 40 common wall lots, and 4 multi-family lots containing 25 duplex units (50 total units). One final lot is proposed that encompasses non-buildable floodway/floodplain area in Phase 3. All but one road servicing the residential subdivisions will be public, and all streets will be built to city standards with corresponding curb, gutter, sidewalk, and streetlights. Lot sizes range from 3,561 SF to 65,778 SF. Approximately 6.5 acres are in the flood plain, with 25 duplexes planned on four large parcels to efficiently maximize the use of these parcels and meet flood plain lot size requirements of YMC Ch. 15.27. There is a connecting road proposed over the mapped floodway area, but otherwise, construction is limited in the floodplain. Road and utility construction within the mapped floodway/floodplain will adhere to applicable Critical Areas Ordinance standards found in YMC Ch. 15.27. Approximately 22 acres are devoted to commercial uses that enhance and support the surrounding uses in the area by providing services and amenities. A private access road will be constructed to serve the RV Park, and on-site parking lots will be constructed for the commercial development properties.*

(5) Describe how the proposed Planned Development increases economic feasibility (i.e., fostering efficient arrangement of land use, buildings, transportation systems, open space and utilities). *The proposed layout is such that the commercial development is located closest to existing commercial and recreational uses in the area, and the residential development will act as infill to other residential development in the area. Zoning to the north of the proposed commercial development is Light Industrial*

RECEIVED

JUL 10 2025

CITY OF YAKIMA
PLANNING DIV.

(M-1), and to the west is Multifamily Residential (R-3). Property to the east of the proposed commercial area is outside of city limits and is a combination of Industrial and Single Family Residential. Property to the south is also outside city limits and is zoned Single-Family Residential. Public infrastructure will be extended throughout the site including water, sewer, streets, streetlights, and sidewalks. Access points for the development will be on Ahtanum, a minor arterial county road; S 52nd Ave, a collector arterial county road; Sorenson Road, a city local access road; and S 38th Ave, a city local access road. A traffic study was conducted to review potential impacts to adjacent intersections. This development will bring utilities into areas that are not currently served. The residential development will provide much needed housing for the city and the commercial development will support and complement surrounding uses.

(6) How does the proposed Planned Development preserve or enhance natural amenities, features, shorelines and critical areas in the development of the site? *The proposed Master Planned Development will preserve the character of the adjoining neighborhoods while the commercial development will complement the surrounding uses by providing much needed services to the area. Portions of the property contain mapped floodplain and floodway. A north-south roadway is proposed over a portion of the floodplain and floodway on parcel 181334-33401 . The roadway will be constructed in accordance with YMC 15.27.411 (H). Proposed new lots within the floodplain are consistent with the subdivision standards in YMC 15.27.321 (8) and 15.05.030(C) - lots are a minimum of 1-acre or contain at least a 5,000 square-foot buildable area outside the floodplain.*

(7) Identify environmental impacts and appropriate mitigation measures. *SEPA review has been completed on Phase 1 and a DNS was issued on December 13, 2023. SEPA review has not been completed on the remaining property at this time but will be conducted concurrently with the MPD and Subdivision. Significant environmental impacts are not expected. The development is occurring on flat, vacant agricultural land. The development proposed in the floodplain and floodway will meet all development standards required by the Yakima Municipal Code including employing engineering practices to keep floodwaters from being diverted from the floodplain or increasing flooding impacts on surrounding properties.*

(8) How does the proposed Planned Development encourage environmentally sustainable development? *The project utilizes "low-impact development" concepts via stormwater management and land use development strategies that emphasize conservation and use of existing natural site features integrated with disturbed, small-*

RECEIVED

JUL 10 2025

CITY OF YAKIMA
PLANNING DIV.

scale stormwater controls that mimic natural hydrologic patterns in residential settings. Stormwater will be retained on-site, and drainage and infiltration facilities provided. The proposal accommodates population growth, and density proposals are consistent with the municipal code and the city's 2040 comprehensive plan. Open space is included in the proposal and the design facilitates accommodation of floodwaters and stormwater.

(9) What services and facilities are available to serve the property? Are those services adequate? *Sewer and water will be extended throughout the site to serve the development. Fire hydrants will be located throughout to serve the community. Wide Hollow Elementary School, West Valley Middle School and West Valley High School would serve the needs of the development. There are several parks within 2 miles of the site including Randall and Kissel Park, and the SOZO sports complex located north of Sorenson Road. Transit lines are available approximately two miles away from the site.*

(10) Will the proposed development promote economic development, job creation, diversification or affordable housing? *The mixed-use development will provide construction jobs as well as long term service industry jobs. The proposed housing is a mix of single-family, common wall, and multi-family structures, providing varied housing opportunities that are much needed.*

(11) How does the proposed development create vibrant mixed-use neighborhoods, with a balance of housing, commercial, and recreational facilities? *The mixed-use development creates a balance of housing, commercial and recreational facilities. The development incorporates open space amenities such as a pool, basketball and pickleball courts, an RV park, and commercial services which further support the residential development, such as restaurants and a hotel. Housing is mixed with common wall structures and single-family residences including a small, gated community within the development which provides for larger lots.*

(12) How is the proposal consistent with goals, policies, and objectives of the Yakima Urban Area Comprehensive Plan? *This project will help the city reach the goals of the Comprehensive Plan 2040 and Housing Action Plan by providing much needed housing by creating 263 additional dwelling units which will help the city achieve its annual target of approximately 295 dwelling units per year. This mixed-use development proposal is consistent with several of the comp plans goals and policies, including:*

- *Goal 2.2: Provide a mix of land use designations consistent with the community's vision.*
- *Policy 2.2.4: Commercial Mixed-Use:*

RECEIVED

JUL 10 2025

CITY OF YAKIMA
PLANNING DIV.

A. Purpose: This designation promotes the greater integration of mixed uses that offer greater development choices to property owners, increased housing options, strengthened commercial retail areas, and lively pedestrian-oriented development.

B. Locational criteria: Existing and planned commercial centers (except for the CBD) and primary arterial corridors.

C. Principal uses & density: A wide range of retail and general service uses plus residential uses on upper floors on key retail-focused streets and single purpose residential on other streets. This includes a mixture of apartments, townhouses, and assisted living facilities. New residential uses should feature densities supportive to transit use.

• Goal 2.3: Residential Uses. Preserve and enhance the quality, character, and function of Yakima's residential neighborhoods.

• Policy 2.3.1: Provide for a wide variety of housing types within the city to meet the full range of housing needs for Yakima's evolving population.

B. Standard single family. Continue to allow for detached single family dwellings in residential districts.

E. Duplexes. Continue to allow duplexes in appropriate residential zones, provided density standards are met. Consider incorporating design standards that emphasize a pedestrian oriented design and the inclusion of usable open space.

• Policy 2.3.3: Create walkable residential neighborhoods with safe streets and good connections to schools, parks, transit, and commercial services. A. Construct sidewalks along all new residential streets. B. Provide streetscape standards that create safe and walkable streets within residential developments. C. Promote small block sizes to ensure good connectivity and reduced walking distances between residences and schools, parks, and services. Commercial and mixed-use designations: Configure development to provide pedestrian connections at 300 to 660 feet intervals. Configure development to provide vehicular connections at 600 to 1,320 feet intervals. Allow flexibility for private internal streets to meet connectivity objectives.

• Goal 2.5: Arterial corridors and other mixed-use centers. Enhance the character, function, and economic vitality of Yakima's arterial corridors and mixed-use centers.

• Policy 2.5.1: Allow for a mixture of compatible land uses along corridors and within mixed-use designated areas. This includes the integration of multi-family

RECEIVED
JUL 10 2025
CITY OF YAKIMA
PLANNING DIV.

residential, and office uses with retail and service commercial uses. Provide zoning and design standards to maintain compatibility between different uses and zones.

- *Goal 5.1: Encourage diverse and affordable housing choices.*

Policy 5.1.2: Promote the preservation, improvement, and development of single-family homes in Yakima.

- *Goal 5.4: Encourage design, construction, and maintenance of high-quality housing.*
- *Policy 5.4.1: Promote sustainable development practices in housing development.*
- *Policy 5.4.2: Use transitional densities, design and landscape standards to ensure housing is compatible with existing character and planned goals.*
- *Policy 5.4.3: Encourage development of well-designed new housing in coordination with population growth, employment growth, and transportation goals.*
- *Goal 8.2: Ensure that utilities are provided in a reliable, sustainable, and safe manner.*
- *Policy 8.2.1: Use land use, design, and construction policies and regulations to manage placement and construction of utilities, encouraging the efficient use of land and co-location of facilities where feasible.*
- *Policy 8.2.2: Ensure that utility facilities are designed, built, and maintained to have a minimal impact on surrounding neighborhoods.*
- *Goal 9.1: Enhance and protect surface, storm, and groundwater quality and quantity.*
- *Policy 9.1.1: Implement the City's stormwater program and require use of appropriate stormwater manuals or best management practices for the design, construction, and operation of developments or activities which could alter surface or ground water quantity or quality.*
- *Goal 9.2. Protect and enhance air quality.*
- *Policy 9.2.1: Cooperate with local, State and federal air pollution control agencies and comply with applicable regulations that govern air pollutants during land development, construction and operation.*
- *Goal 9.3: Manage floodplains to protect public health and safety, and to support ecological function.*
- *Policy 9.3.1: Protect natural drainage systems associated with floodways and floodplains through application of regulations based on best available science.*

RECEIVED
JUL 10 2025
CITY OF YAKIMA
PLANNING DIV.

• *Policy 9.3.2: Ensure adequate protection of life and property from flood events in floodways and floodplains through application of appropriate limitations on and mitigation requirements for development, and implementation of Comprehensive Flood Hazard Management Plans, when available.*

(13) How does the proposed Planned Development utilize unique and innovative facilities that encourage the efficient and economical use of the land? *This mixed use planned development proposes to utilize the existing vacant land in numerous ways to provide for a wide variety of uses and services. The proposal supports the surrounding uses and provides much needed housing. Portions of the property that contain mapped floodplain and floodway are designed to meet applicable code sections for construction within those areas, using the smallest footprint possible.*

(14) Does the proposed Planned Development promote a sound system for traffic and pedestrian circulation? Describe. *A traffic study was conducted to review potential impacts to the surrounding arterial access points. The site includes public roads built to city standards that include curb, gutter and sidewalks throughout, connecting and providing easy access through the entire development for both vehicles and pedestrians. The development includes 4 separate access points for entry and exit into the site, and one private access point for the RV Park.*

(15) How does the proposed Planned Development promote open space and use of natural and/or developed amenities? *Residences and RV campers will have an opportunity to take advantage of devoted open space at the shared recreation center which will include onsite parking, clubhouse, pool, tennis and pickleball courts, basketball courts and a park.*

(16) Will the proposed Planned Development provide an architecturally attractive, durable and energy efficient development? *Residential building design includes pitched roofs, articulated facades with siding, stone veneer, and decorative moldings. All buildings part of the development will conform to current building codes and the Washington State Energy Code.*

(17) Please provide a summary of all previously known land use decisions affecting the applicant's property and all outstanding conditions of approval with respect to such prior land use decisions. *The property was annexed into the city, under Ordinance No. 2023-011, Prickly Pear Annexation. The Plat of Champions Park - Phase 1 has been submitted under file numbers PLP#002-23, SEPA#011-23. The DNS for SEPA#011-23 was issued on December 13, 2023. The Hearing Examiner recommended approval on*

RECEIVED

JUL 10 2025

CITY OF YAKIMA
PLANNING DIV.

January 25, 2024, and City Council approved the Preliminary Plat on March 19, 2024 (Resolution R-2024-051). The Final Plat was recorded on December 11, 2024 (FLP#004-24). Previous use of this land was agriculture. According to the Washington State Department of Ecology's Dirt Alert Map, there were no past orchard uses during the time when lead arsenate was used as a pesticide.

(18) Any other development standards proposed to be modified from the underlying zoning district requirements. *The planned development does propose modification to the underlying zoning district requirements, consistent with the allowed uses and flexibility of a mixed-use planned development as outlined in YMC §15.28.020(A)(4).*

(19) What are the aesthetic considerations related to building bulk, architectural compatibility, light and glare, urban design, solar access and shadow impacts. *The proposed residential dwellings are designed to be compatible architecturally with new residential structures in the surrounding neighborhoods. Lot sizes, setbacks and building heights are consistent with typical regulations for the use. Building height, solar access and shadow impacts are not considered to be significant, as the structures will meet building height standards of the underlying and adjacent zoning districts and the Airport Safety Overlay (ASO). Where provided, lighting will be directed to reflect away from adjacent and abutting properties. Parking lots adjacent to residential districts or uses will be designed with down-shielding and luminaries creating no lighting pollution upon those properties. A photometric lighting plan will be provided at the time of building plan submittal.*

(20) Please provide an inventory of any on-site cultural, historic and/or archaeological resources. *Review of public records available on-line from the Department of Archaeology and Historical Preservation showed no inventoried resources. If during construction artifacts are found, then work within the area will cease and the proper authority will be notified. DAHP's statewide predictive model indicated that there is a high probability of encountering cultural resources within the proposed project area, Project Tracking Code (2023-022-07771).*

XI. Development Services Team and Interested Agency Comments. The following comments were submitted by the Development Services Team as a result of its

RECEIVED
JUL 10 2025
CITY OF YAKIMA
PLANNING DIV.

technical review conducted on March 11, 2025, and by the other public agencies which submitted information regarding this proposal:

(1) Code Administration: Pursuant to the Chapter 5 of the Washington State Fire Code (WSFC), publicly available fire hydrants will be required along streets spaced at intervals that will provide required fire flow coverage for proposed structures in accordance with WSFC Appendix C. Installation of approved hydrants must be completed prior to final plat approval. These findings are not intended to be an exhaustive review of this proposal.

(2) Engineering: Comments from Engineering include the following ordinance provisions:

(a) This project proposes that 85 acres be developed into: Phase 2: 27.46 acres with 64 residential lots (60 single-family, 4 common-wall). Phase 3: 8.65 acres with 42 lots (1 single-family, 25 multifamily units, 36 common-wall, and 1 floodplain lot). Phase 4: 15.23 acres for an RV park with 71 stalls, a clubhouse, and recreational amenities. Phase 5: 6.99 acres for commercial development, including a tap house/restaurant, QSR, hotel (110 rooms), and greenspace. All improvements being done at Parcel #18120322005, also known as "Plat of Champions Park Phases 2-6". The property currently is vacant parcels. The proposed development will cause increased pedestrian and vehicle traffic without adequate safety precautions for pedestrians. The proposed development has the potential for more frequent trips in and out of the property. Current frontage infrastructure is not adequate enough to handle the new proposed master planned development that is a balanced mix of residential, commercial, and recreational spaces in the R-1 zoning district.

(b) In order to alleviate the resulting impacts from the change in use proposal, the City is requiring the following improvements:

(i) YMC 8.60 and 12.05 – New curb, gutter, ADA ramps and 5-foot sidewalk, including associated storm drainage, shall be installed. Street improvements shall conform to standard detail R3. New sidewalks shall be constructed per standard detail R5.

(ii) YMC 8.64 and 15.06.065 – Residential driveway approaches are required which meet the requirements of this chapter and standard detail R4. Driveway width shall be a maximum of 20 feet.

(iii) YMC 8.64 and 15.06.065 – Commercial Type 1 driveway approaches are required which meet the requirements of this chapter and

RECEIVED

JUL 10 2025

CITY OF YAKIMA
PLANNING DIV.

standard detail R4. Driveway approach shall be a maximum 35 feet and a minimum of 24 feet wide. Driveway locations shall meet the requirements of YMC 15.06.065.

(iv) YMC 12.06.020 – Right-of-way – Applicant shall determine adequate dedication of right-of-way for all new/proposed roads.

(c) YMC 15.05.040 – Clear vision triangle shall be maintained per this chapter.

(d) YMC 12.06.080 – Street lighting – Street lights shall be installed per this chapter.

(e) YMC 12.02 – Easements shall be established and maintained per this chapter.

(f) YMC 8.72 – An excavation and street break permit shall be obtained for all work within the public right-of-way.

(g) An ENG permit is required for all civil work to be performed on site. Professional engineered civil plans with PE stamp shall be submitted for review and approval. All improvements shall be completed prior to Certificate of Occupancy.

(3) Nob Hill Water Association: Sufficient domestic water facilities are in the area to serve this development. Water main extension and improvements are to be done by Nob Hill Water, at the developers expense. Standard Nob Hill Water development policies and irrigation policies apply. Please contact Nob Hill Water for more information.

(4) Surface Water comments indicate that the following stormwater requirements apply to this proposal:

(a) As this project involves clearing or grading one acre or more, a Large Project Stormwater Permit shall be required from the applicant. The requirements of a Large Project Stormwater Permit are:

- Drainage plan(s) and calculations
- Stormwater maintenance agreement and plan
- Proof that the maintenance agreement was recorded in the Yakima County Auditor's Office
- Construction Stormwater Pollution Prevention Plan (SWPPP) or Erosivity Waiver. The Construction SWPPP (or Erosivity Waiver Certificate Statement) shall be reviewed and approved by the Surface Water Engineer prior to any grading or construction. A

RECEIVED

JUL 1 0 2025

CITY OF YAKIMA
PLANNING DIV.

Temporary Erosion and Sediment Control (TESC) plan shall be submitted for approval.

- In lieu of turning in a Construction Stormwater Pollution Prevention Plan, the applicant can satisfy this requirement by obtaining a Construction Stormwater General Permit through the Washington State Department of Ecology. A copy of the signed General Permit shall be delivered to the Surface Water Engineer. Go to https: //ecology.wa.gov/regulations-permits/permits-certifications/stormwater stormwater-general-permits/construction-stormwater-permit for more information on how to apply for the General Permit.
- A narrative explaining how Core Elements 1-8 are being satisfied.
- An operation and maintenance plan for the perpetual maintenance of the facilities is now required.

(b) Grading and/or building permits shall not be issued without the project site first passing an erosion control inspection.

(c) Complete stormwater design plans, specifications and runoff/storage calculations supporting the stormwater design are required pursuant to the Eastern Washington Stormwater Manual and City of Yakima standards. These plans and control measures must be completed by a licensed Professional Engineer and then be reviewed and approved by the City of Yakima Surface Water Engineer prior to construction.

(d) UIC Registration – Stormwater

(i) In accordance with the August 2019 edition of the Department of Ecology's Stormwater Management Manual for Eastern Washington (SMMEW), Underground Injection Control (UIC) wells constructed on or after February 3, 2006 are considered new and must be registered with the Department of Ecology (DOE) 60 days prior to construction. To register your UIC wells, you must go through the Secure Access Washington website. Go to secureaccess.wa.gov/ecy/wqwebportal/ to create an account and register your wells. UIC wells that receive polluted runoff shall retain the larger of the 100-year 3-hour and 100-year 24-hour storms and shall be designed for treatment using Table 5.23 of the SMMEW.

(ii) More information on the Industrial Stormwater General Permit Notice of Intent can be found at https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Industrial-stormwater-permit.

RECEIVED
JUL 10 2025
CITY OF YAKIMA
PLANNING DIV.

(5) Traffic Engineering: I agree with the Kittelson & Associates TIA conclusion that the traffic generated at full buildout at the Washington Ave. and 52nd Ave. intersection will create the need for a signal. The signal should be installed prior to Sorenson Rd. being opened to allow traffic to access 52nd Ave. Once Sorenson Rd. is open, it will not only get traffic from this planned development, but it will get traffic generated by the SOZO sports complex. Given the current procurement issues with signal equipment, the signal construction should be started a minimum of nine months prior to the opening of Sorenson Rd. to assure the signal is in place prior to opening.

(6) Wastewater: Sewer will need to be installed throughout site per YMC and COY Engineering and Wastewater standard details and requirements.

(7) Department of Archaeology & Historic Preservation (Project Tracking Code: 2025-04-02782): Thank you for contacting the Washington State Historic Preservation Officer (SHPO) and Department of Archaeology and Historic Preservation (DAHP) and providing documentation regarding the above referenced project. As a result of our review, our professional opinion is that the project area has the potential to contain archaeological resources. The project is in an area determined to be at High risk of containing archaeology according to the DAHP predictive model. The scale of the proposed ground disturbing actions would destroy any archaeological resources present. Therefore, we recommend a professional archaeological survey of the project area be conducted prior to ground disturbing activities. We also recommend continuing consultation with the concerned Tribes' cultural committees and staff regarding cultural resource issues.

These comments are based on the information available at the time of this review and on behalf of the SHPO in conformance with Washington State law. Should additional information become available, our assessment may be revised.

Thank you for the opportunity to comment on this project and we look forward to receiving the survey report. The survey report should be uploaded directly into the DAHP Online WISAARD system by the cultural resource consultant to expedite DAHP review. Please ensure that the DAHP Project Number (a.k.a. Project Tracking Code) is shared with any hired cultural resource consultants and is attached to any communications or submitted reports. Should you have any questions, please feel free to contact me.

(8) Department of Ecology: If your project anticipates disturbing ground with the potential for stormwater discharge off-site, the NPDES Construction Stormwater General Permit is recommended. This permit requires that the SEPA checklist fully disclose

RECEIVED

JUL 1 0 2025

CITY OF YAKIMA
PLANNING DIV.

anticipated activities including building, road construction and utility placements. Obtaining a permit may take 38-60 days.

The permit requires that a Stormwater Pollution Prevention Plan (Erosion Sediment Control Plan) shall be prepared and implemented for all permitted construction sites. These control measures must be able to prevent soil from being carried into surface water and storm drains by stormwater runoff. Permit coverage and erosion control measures must be in place prior to any clearing, grading, or construction. In the event that an unpermitted Stormwater discharge does occur off-site, it is a violation of Chapter 90.48 RCW, Water Pollution Control and is subject to enforcement action.

More information on the stormwater program may be found on Ecology's stormwater website. Please submit an application or contact Lloyd Stevens Jr. at the Dept. of Ecology, (509) 571-3866, with questions about this permit.

(9) Department of Transportation: Washington State Department of Transportation (WSDOT) has reviewed the package, and the site for the development is located in Zones 3 & 6 of the WSDOT Airports and Compatible Land Use Guidebook Compatibility Zones. The proposed development is consistent with WSDOT's guidance as it is considered an area of residential infill, but given the proximity of the location to the airport it should be noted that the property may experience low flying aircraft, aircraft engine and propeller noise, vibrations, exhaust fumes, which may be perceived as a nuisance to the future residents.

Also, because the property is in Zones 3 & 6, there should be a plan in place to ensure that the construction and the subsequent development will not create height hazard obstructions, smoke, glare, electronic interference, wildlife attractants, or other hazards to the airspace. A real estate disclosure or indication on title is recommended so that potential residents are aware of their property's proximity to the airport.

The sponsor should also ensure that they file an FAA Form 7460-1 if it is necessary based on the requirements outlined here.

We appreciate the opportunity to offer written comments. Our office is available for any questions or further discussions on airport land use planning. Please don't hesitate to contact me at (360) 890-5258, david.ison@wsdot.wa.gov.

Planning Staff Note: *While the City's Airport Safety Overlay (ASO) designates the entire project as being contained within Zone 6, WSDOT guidelines recommend that Zone 3 extends 5,000 feet instead of 3,000 feet based on the length of the runway. However, pursuant to YMC § 15.30.060, none of the proposed uses are prohibited in Zone 3, and because this project is going through the Planned Development process, it is being reviewed in a similar manner.*

RECEIVED
JUL 10 2025
CITY OF YAKIMA
PLANNING DIV.

(10) Yakima County Flood Control Zone District provided the following comments:

(a) The Yakima County Flood Control Zone District (FCZD) attended a meeting with the City of Yakima Planning Division on 3/11/2025 and submitted comments to the City of Yakima Planning Division on 3/10/2025, 3/26/2025, and 4/1/2025. In these instances, the FCZD raised flood risk related concerns regarding the subject line applications (Prickly Pear Holdings LLC (PPH)). Please find the below comments related to PPH.

(b) YMC 15.27.407 (F) (1, 2) states that all subdivision proposals shall be consistent with the need to minimize flood damage and construct roadways and utilities [~~be constructed~~] to minimize flood damage. FCZD recommends that PPH's development be constructed to follow the natural contours of the floodplain and be constructed in a way that maintains the integrity of the floodplain and floodway.

(c) 44 CFR 60.3(d)(3) states that communities must prohibit encroachments and other development in the floodway, unless certified by an engineer via no-rise certification per YCC 16C.05.36.020. The FCZD recommends a mechanism and commitment to inspect and ensure that no unpermitted encroachments or development occurs in the floodway (specifically on the southern half of parcel 18133433401) to comply with YCC and FEMA regulations, and that the chosen mechanism effectively prevents widespread encroachments, but allows for swift enforcement if needed. Encroachments and other developments would include structures such as homes, sheds, fences, etc.

(d) In accordance with YMC 15.27.408 (a)(1) and IRC section 323.2, FCZD recommends any residential structures in the floodplain be elevated at least 1-foot above the BFE.

(e) In the PPH site plans, there is a roadway leading north that crosses perpendicular to the floodway. During the 100-year flood event and potentially smaller events, the floodway may become activated causing water over the roadway, which at times could be impassable. FCZD recommends the placement of permanent signage indicating that the roadway may be underwater during flooding events.

(f) Per YMC 15.27.407 (G), FCZD recommends any proposed roadway be built at the natural grade, to discourage any alterations to the floodway and maintain existing flood carrying capacity. A hydraulic and hydrologic study by a licensed engineer can accomplish this requirement. Floodway-spanning stream

RECEIVED

JUL 1 0 2025

CITY OF YAKIMA
PLANNING DIV.

crossings may be a solution to avoid development within the floodway while maintaining flood carrying capacity.

(g) According to YMC 15.27.315 (D) "prior to authorization of any construction within a floodplain… an engineering report shall be prepared by a licensed engineer… that establishes any new flood elevations that would result for the 100 year flood frequency if the project were implemented." The FCZD highly recommends PPH hires an engineer to accomplish this requirement.

(h) In accordance with YMC 15.27.409 (B), FCZD highly recommends that PPH acquire a no rise certification by a professional engineer that no development in the floodway fringe will adversely affect the flood carrying capacity.

(i) Development shown in the floodplain of Phase 3 should be carefully considered as there appears to be some intermingling or exchange of flood flows between the north and south paths – most likely at more infrequent flows as this area is not shown in the 10- and 25-year mapping estimates. In general, FCZD does not recommend developing the site shown as Phase 3 given the high density of citizens that will be placed in the floodplain and subject to flood risk.

Thank you for the opportunity to comment on this proposal. Please reach out to me with any questions regarding these recommendations.

XII. Applicable Development, Subdivision and Zoning Requirements and Standards. City development, subdivision and zoning provisions applicable to this proposal include the following:

(1) YMC §12.02.020: Easement location and width: Eight-foot-wide utility easements shall be dedicated along the front of each lot in subdivisions and short subdivisions. Easements for new and/or future utility lines shall be a minimum of eight feet in width, or twice the buried depth of the utility, whichever is greater.

(2) YMC §12.03.010: Sewer service required: All new lots and development shall be served by a sanitary sewer line located adjacent to the lot or development site.

(3) YMC §12.03.070: Side sewer service: Each building containing sanitary facilities shall be served by a separate private side sewer line from a public main. Branched side sewers serving multiple buildings and properties shall not be permitted. Single side sewers serving multi-unit buildings are permitted.

RECEIVED
JUL 10 2025
CITY OF YAKIMA
PLANNING DIV.

(4) YMC §12.04.010: Water service required: All new lots and development shall be served by a public water supply line maintained by the city of Yakima, Nob Hill Water Company, or other water purveyor, and located adjacent to the lot or development site. The water line shall be capable of providing sufficient flow and pressure to satisfy the fire flow and domestic service requirements of the proposed lots and development as approved by the city engineer in cooperation with the code administration manager and water irrigation division manager.

(5) YMC §12.04.020: Water line extension required: Water lines shall be extended to the point where the adjoining property owner's responsibility for further extension begins. This typically requires extension across the street or easement frontage of the developing property. In some cases it will require dedication of an easement and a line extension across the property or extension along two or more sides of the developing property. Extensions will be consistent with and implement the city's adopted water comprehensive plan.

(6) YMC §12.05.010: Sidewalk installation required: Sidewalks shall be installed along both sides of all new, improved, and reconstructed streets. Projects which repair small portions of or maintain existing street shall not be considered "improvement" for the purpose of this section and shall not trigger the requirements of this section. Sidewalks shall also be installed across the frontage of all newly developed or redeveloped lots where feasible.

(7) YMC §12.06.030: Design standards, adjustment of standards: Final design of street improvements is subject to approval by the city engineer. The city engineer, at his discretion, is authorized to adjust these standards as necessary to facilitate the construction of new streets and improvement of existing streets. Projects which repair small portions of or maintain existing streets shall not be considered "improvements" for the purposes of this section.

(8) YMC §12.06.080: Street lighting: A street light shall be installed at each street intersection and at mid-block if the block exceeds five hundred feet in length. Street lights shall meet the design and placement standards of the city engineer. Lighting improvements shall become the property of the city of Yakima upon installation and will thereafter be maintained by the city.

(9) YMC §14.10.020: Subdivision: "Subdivision" means the division or redivision of land into ten or more lots for the purpose of sale, lease, or transfer of ownership in the present or future except as expressly exempted by this title.

RECEIVED

JUL 1 0 2025

CITY OF YAKIMA
PLANNING DIV.

(10) YMC §14.25.040(B): Lot Design: All lots within a subdivision shall have direct access to and frontage upon a dedicated public street or be accessed by an easement. Access easements cannot serve more than one lot. Minimum street frontage and/or access easement width shall be at least twenty feet. Lots intended for residential use should not access a principal or minor arterial.

(11) YMC §14.05.200(B): Allowance of bond in lieu of actual construction of improvements prior to approval of short plat or final plat: In cases of subdivision or short subdivision, the request for bond or other method of securing actual construction of required improvements shall be subject to approval by the city engineer and city attorney prior to approval of the final plat by the administrator. The decision to approve or deny the request for the bond or other method of securing actual construction of required improvements by the city engineer and city attorney cannot be appealed. In no case shall the amount of the bond or other method of securing actual construction of required improvements be less than one hundred fifteen percent of the estimated actual cost of the improvements based upon the approved civil engineering design of the required improvements.

(12) YMC §14.20.230: Final Plat—Recording: All final plats approved by the administrator shall be filed for record immediately, or as soon as possible, by the subdivision applicant in the Yakima County auditor's office. The subdivision applicant shall be responsible for all filing fees. Any final plat filed for record containing a dedication shall be accompanied by a current title report. A copy of the recorded plat shall be provided to the city prior to the issuance of any additional residential building permits.

(13) RCW 58.17.280: Naming and numbering of short subdivisions, subdivisions, streets, lots and blocks: Any city, town or county shall, by ordinance, regulate the procedure whereby short subdivisions, subdivisions, streets, lots and blocks are named and numbered. A lot numbering system and a house address system, however, shall be provided by the municipality for short subdivisions and subdivisions and must be clearly shown on the short plat or final plat at the time of approval.

(14) YMC §15.03.020(A): Suburban Residential District (SR): The intent of the suburban residential district is to provide a variety of residential lifestyles with densities generally ranging from one unit per five net residential acres to seven units per net residential acre. The higher density is reviewed and considered to be permitted when a public water system and the regional sewer system are available, or if these utilities are not available, community water and sewer systems may be allowed after review by

RECEIVED
JUL 1 0 2025
CITY OF YAKIMA
PLANNING DIV.

Yakima County health district and the city of Yakima. (See YMC Chapter 15.05, Table 5-1.) This district is further intended to:

(a) Limit residential density to one unit per five net residential acres in areas where flooding, airport noise, or other environmental constraints make the land unsuitable for residential use at higher densities. Development at a lower density will be reviewed to allow conversion to higher densities once utilities are available or other limiting issues are mitigated;

(b) Maintain surface and groundwater quality along with the avoidance of potential health hazards, by limiting residential density to one unit per five net residential acres, in areas where public services will not be provided, and the dwelling units have individual wells and septic tanks. Development at a lower density will be reviewed to allow conversion to higher densities once utilities are available or other limiting issues are mitigated;

(c) Provide the opportunity for suburban residential development, up to three dwelling units per net residential acre, in areas with either public water service or a community sewer system; and

(d) Allow residential development to seven dwelling units per net residential acre in areas with both public water service and sewer system.

This district is characterized by a mixture of land uses and residential densities including small farms, scattered low-density residential development, and clusters of higher-density residential development. The minimum lot size in the district varies according to the suitability of the land for development and the provision of urban level services. See YMC §15.05.030(E).

(15) YMC §15.03.020(B): Single-Family Residential District (R-1). The single-family residential district is intended to:

(a) Establish new residential neighborhoods for detached single-family dwellings free from other uses except those which are compatible with, and serve the residents of, this district, which may include duplexes and zero lot lines if established during the subdivision process;

(b) Preserve existing residential neighborhoods for detached single-family dwellings free from other uses to ensure the preservation of the existing residential character, and serve the residents of this district; and

(c) Locate moderate-density residential development, up to seven dwelling units per net residential acre, in areas served by public water and sewer system.

Detached single-family dwellings are the primary use in this district. The district is characterized by up to sixty percent lot coverage; access to individual lots by local access

RECEIVED
JUL 1 0 2025
CITY OF YAKIMA
PLANNING DIV.

streets; required front, rear and side yard setbacks; and one- and two-story structures. The density in the district is generally seven dwelling units per net residential acre or less. This zone is intended to afford single-family neighborhoods the highest level of protection from encroachment by potentially incompatible nonresidential land uses or impacts. Nonresidential uses within these zones are not allowed; except for public or quasi-public uses, which will be required to undergo extensive public review and will have all necessary performance or design standards assigned to them as necessary to mitigate potential impacts to adjacent residences. Duplex and multifamily development up to seven dwelling units per net residential acre may be allowed in accordance with Table 4-1.

(16) YMC §15.03.020(C): Two-Family Residential District (R-2): The purpose of the two-family residential district is to:

(a) Establish and preserve residential neighborhoods for detached single-family dwellings, duplexes and other uses compatible with the intent of this district; and

(b) Locate residential development with densities up to twelve dwelling units per net residential acre in areas receiving a full range of public services including public water and sewer service, and police and fire protection.

The district is characterized by up to sixty percent lot coverage, access via local access streets and collectors, one- and two-story buildings, some clustering of units, and required front, rear and side yard setbacks. Typical uses in this district are single-family dwellings and duplexes. The density in this district generally ranges from seven to twelve dwelling units per net residential acre. However, development up to eighteen dwelling units per net residential acre may be allowed in accordance with YMC Chapter 15.04, Table 4-1.

(17) YMC §15.03.020(D): Multifamily Residential District (R-3): The multifamily residential district is intended to:

(a) Establish and preserve high-density residential districts by excluding activities not compatible with residential uses;

(b) Locate high-density residential development more than twelve dwelling units per net residential acre in areas receiving the full range of urban services;

(c) Locate high-density residential development near neighborhood shopping facilities; and

(d) Locate high-density residential development so that traffic generated by the development does not pass through lower-density residential areas.

RECEIVED

JUL 1 0 2025

CITY OF YAKIMA
PLANNING DIV.

The district contains a variety of attached or clustered multifamily dwellings.

(18) YMC §15.03.020(K): General Commercial (GC): The purpose of the general commercial district is to accommodate wholesale and retail activities with some high-density residential development. This district is primarily located near and along the major arterials as designated in the Yakima urban area comprehensive plan. Like the CBD district, a variety of land uses are permitted. However, the intensity of development is intended to be less than in the CBD district.

(19) YMC §15.05.020(H): Access Required: All new development shall have a minimum of twenty feet of lot frontage upon a public road or be served by an access easement at least twenty feet in width. The purpose of this standard is to provide for vehicular access to all new development; provided, the construction of single-family and two-family dwellings on existing legally established lots is exempt from the requirements of this section.

(20) YMC §15.05.050: Street Right-of-Way Dedication: All new development shall dedicate, where necessary, street right-of-way in conformance with the standards in the county/city subdivision ordinance and the arterial street plan adopted in the Yakima urban area comprehensive plan, except that for application under the jurisdiction of the city of Yakima, YMC Title 12 shall prevail over the provisions of this section to the extent of any conflict between such provisions.

(21) YMC §15.05.055: New Development Improvement Standards: All development within the Yakima urban growth area (UGA) must meet the urban standards of the city of Yakima including the following:

(a) Fire apparatus access roads for multiple-family residential developments and one- or two-family residential developments shall be subject to the provisions of Sections D106 and D107, respectively, of Appendix D of the International Fire Code. Additionally, such residential developments shall be subject to the requirements of Section D105 of Appendix D, International Fire Code, pertaining to aerial fire apparatus roads, as applicable. All provisions of the International Fire Code referenced above are hereby adopted and incorporated herein by this reference, as now existing or as hereafter amended and adopted by the city. Minimum requirements for the primary and secondary access will be at least twenty feet wide, unobstructed, paved lanes.

(b) In order to promote safety for emergency access and circulation within and between new developments, cul-de-sac streets (public or private) shall not exceed 600 feet.

RECEIVED
JUL 10 2025
CITY OF YAKIMA
PLANNING DIV.

XIII. City Ordinance Provisions Relating to Planned Developments. City ordinance provisions relative to the Applicant's proposed Planned Development include the following:

(1) YMC §15.28.010(A): Purpose: A master planned development overlay (PD) is a comprehensive development plan intended to provide flexibility in design and building placement, promote attractive and efficient environments that incorporate a variety of uses, densities and/or dwelling types, provide for economy of shared services and facilities, and economically utilize the land, resources, and amenities.

(2) YMC §15.28.025: Minimum Project Size: The minimum project size for a master planned development shall be two acres. All properties included in the master development plan shall be contiguous with logical outer boundaries.

(3) YMC §15.28.050: Development Agreement: An approved master planned development overlay (including conditions and development standards) shall be incorporated into a development agreement as authorized by RCW 36.70B.170. The development agreement shall provide for vesting of such development conditions and standards as are deemed reasonable and necessary to accomplish the goals of the master planned development. This agreement shall be binding on all property owners within the master planned development and their successors and shall require that development of the subject property be consistent with and implement the provisions of the approved master planned development. The approved development agreement shall be signed by the city manager and all property owners and lienholders within the boundaries of the master planned development overlay and recorded prior to approval and/or issue of any implementing plats or permits. The Applicant has submitted a proposed Development Agreement.

(4) YMC §15.28.070(A): Vesting: The master planned development review shall be vested to development regulations, standards, conditions, and laws applicable at the time the development agreement described in YMC 15.28.050 is recorded, inclusive of specific conditions and standards set forth in said development agreement. The vesting period shall be for the time stated in the development agreement associated with each specific master planned development and shall be agreed upon by the parties to the development agreement after giving consideration to the extent and complexity of the proposed development as well as specific development planning considerations raised by the developer. During the stated vesting period the applicant shall be entitled to

RECEIVED
JUL 10 2025
CITY OF YAKIMA
PLANNING DIV.

implement the master planned development in accordance with the terms and conditions of approval described in the development agreement.

(5) YMC §15.09.100(H): Private Street Review Requirements: The face of any plat, short plat, master development plan, binding site plan, or condominium document containing a private road, and all subsequent documents transferring ownership of lots within such plat or short plat, shall bear the following language:

> "The City of Yakima has no responsibility to build, improve, maintain or otherwise service any private road for this plat/short plat. Any right-of-way dedicated to the public by this plat/short plat shall not be opened as a City (or County) street until such time as it is improved to city street standards and accepted as part of the City transportation system."

XIV. Proposed Development Standards for this Planned Development. One of the purposes of the Planned Development provisions is to allow flexibility as to development standards which in this situation have been recommended to include the following:

(1) Lot Size, Lot Coverage, Lot Width and Setbacks: The characteristics of the proposed lots for the proposed planned development and preliminary plat are as follows:

Minimum Standard	Detached Single-Family Dwelling	Attached Common-Wall Dwelling	Multifamily Development	Commercial	
Lot Size	6,000 sq. ft.	3,500 sq. ft.	6,000 sq. ft.	None	
Lot Coverage	60%	60%	80%	80%	
Lot Width	50 ft.	35 ft.	50 ft.	None	
Setbacks	Consistent with YMC § 15.05.030, Table 5-1				

(2) Building Height: While the development agreement only proposed a building height for commercial uses, because the entire development is located within Zone 6 of the ASO, all structure heights will be limited to 35 feet.

(3) Access: In accordance with YMC §15.05.020(H), all lots have 20 feet of frontage upon a public street, or are accessed through the private street within the planned development.

RECEIVED
JUL 10 2025
CITY OF YAKIMA
PLANNING DIV.

(4) Density: With an overall residential density of approximately 3.81 dwellings per net residential acre (DU/NRA) and a residential density of approximately 4.35 DU/NRA when including Phase 1 and excluding Phases 4 and 5, the proposed planned development and preliminary plat comply with YMC §15.05.030(B) and YMC Table 4-1 of YMC §15.04.030. The net residential density excluding Phase 1 and the commercial lot and streets is calculated per YMC §15.05.030 as follows:

- Total project area: 85 acres
- Minus streets, rights-of-way, and access easements: 68.94 acres
- 263 dwelling units / 68.94 = 3.81 dwelling units per net residential acre

The calculation on the Notice of Application was based on including Phase 1 and excluding Phases 4 and 5. Phase 1 itself has a density of 7.66 DU/NRA, slightly exceeding the SR zoning district standard of 7 DU/NRA. YMC §15.05.030(B)(1) requires "that residential densities in new subdivisions, multifamily developments, or planned residential developments are compatible with the existing or planned level of public services and the density of the zoning district." Since Mixed-Use planned developments are not specified under this regulation, the proposed planned development and its multifamily development in Phase 3 are not limited by the standard zoning district-specific density restrictions specified in YMC Title 15.

(5) Streets/Dedication of Right-of-Way: Adequate right-of-way shall be dedicated as determined by the Engineering Division. Curb, gutter, sidewalk, and streetlights shall be installed along all frontages. In the residential blocks, all streets will be public rights-of-way except for a gated private street on the western side of Phase 2.

(6) Street Improvements: Adequate right-of-way shall be dedicated, and curb, gutter, sidewalk, and streetlights shall be located along all streets. The intersection at South 52nd Avenue and West Washington Avenue shall be widened and signalized. Per the development agreement, the following standards are recommended:

(a) A portion of Phase 2 will be served by a gated private street.

(b) A block of Phase 2 will be less than 250 feet in length in order to serve up to six lots, two of which could not otherwise be accessed from the other streets.

(c) Multiple blocks of Phase 6 will be more than 660 feet in length without a midblock pedestrian way. Instead, a pedestrian pathway will be located in the middle of a 695-foot-long perpendicular block, which will connect the neighborhood to the athletic courts and swimming pool located on Phase 4.

(7) Wastewater Improvements: Wastewater improvements required in the planned development and the preliminary plat include the following:

RECEIVED
JUL 10 2025
CITY OF YAKIMA
PLANNING DIV.

(a) Sewer shall be extended to the subject plat.

(b) A minimum sixteen-foot easement shall be maintained over all public utility lines in accordance with YMC §12.02.010 and YMC §12.02.020.

(c) All lots within the subject plat shall be served by a separate side sewer line from a public main in accordance with YMC §12.03.070.

(d) Sewer is to be installed per the Yakima Municipal Code.

(8) Water Improvements: Water improvements for the planned development and the preliminary plat include the following:

(a) The applicant shall extend potable water to the subject plat in accordance with YMC §12.04.010.

(b) Water is served by Nob Hill Water Association.

(9) Irrigation Water Improvements: The subject parcel is located within the Ahtanum Irrigation District.

(10) Easements: Easements are to be established as required by YMC §12.02.010 and YMC §12.02.020.

XV. Critical Areas Ordinance (CAO) Review Criteria. The findings relative to the Critical Areas Ordinance review criteria for this proposed planned development and preliminary plat are as follows:

(1) The application was subject to Environmental Review, which resulted in a Determination of Nonsignificance (DNS) on June 5, 2025.

(2) Consistent with YMC §15.27.031(C)(2), the Administrative Official reviewed the available information pertaining to the proposal and made the determination that "Critical Areas are present, but there is no impact."

(3) Per YMC §15.27.309, it has been determined that a Standard Development Permit is required.

(4) YMC §15.27.311: Authorization Decisions—Basis for Action: The Applicant meets the following criteria:

(a) Impact of the project to critical area features on and abutting property: The impact to critical area features will be minimal as long as the subdivision provides usable building envelopes of at least 5,000 square feet outside the

RECEIVED
JUL 1 0 2025
CITY OF YAKIMA
PLANNING DIV.

floodplain that crosses lots in Phase 2, and minimum one acre lots that are inundated by the floodplain in Phase 3.

(b) Danger to life or property that would likely occur as a result of the project: The floodplain of Spring Creek—Tributary 1 is located on the site, which will be contained on a handful of lots in Phase 2 and the majority of Phase 3.

(c) Compatibility of the project to critical area features: Each lot encumbered by the floodplain in Phase 2 will have a building envelope located outside of the floodplain; will be larger than the average lot size in the sub-division; and will allow floodwaters to flow across them in a manner that will avoid the building envelopes where the homes will be located. Each lot encumbered by the floodplain in Phase 3 is at least one acre in size in accordance with YMC §15.05.030(C). Lot 3-31 is a non-buildable lot that will contain both a floodway and a floodplain.

(d) Conformance with applicable development standards: All applicable standards of YMC Chapter 15.27 will be met.

(e) Compliance with flood hazard mitigation requirements of YMC §15.27.400 through YMC §15.27.436: The development shall comply with the anchoring and the construction standards listed in YMC §15.27.407 and YMC §15.27.408 for structures that will be located within the floodplain.

(f) Adequacy of the information provided by the Applicant or available to the division: The application submitted is adequate for review.

(g) Available actions: Based upon the project evaluation, the administrative official shall take one of the following actions:

(i) Grant the development authorization;

(ii) Grant the development authorization with conditions, as provided in YMC §15.27.312, to mitigate impacts to the critical area feature(s); or

(iii) Deny the development authorization.

(h) Recommended action: It is recommended that the City Council affirm the administrative official's findings and grant this proposed development authorization with conditions set forth in this recommendation.

XVI. Planned Development Review Criteria. The purpose of YMC Chapter 15.28 is to provide flexibility in design and building placement, promote attractive and efficient

RECEIVED
JUL 1 0 2025
CITY OF YAKIMA
PLANNING DIV.

environments that incorporate a variety of uses, densities and/or dwelling types, provide for economy of shared services and facilities, and economically utilize the land, resources and amenities. YMC §15.28.040(D) provides that the Hearing Examiner shall review a proposed Planned Development during an open record public hearing to inquire into and determine whether or not the following standards are satisfied and shall issue a recommendation to the City Council based upon the following considerations and criteria:

(1) The master planned development application demonstrates the economic and efficient use of land and provides for an integrated and consistent development plan for the site. The subdivision is efficiently laid out and consists of a private street, three residential phases, and two commercial phases. The commercial phases will be adjacent to SOZO Sports Complex and existing industrial uses.

(2) The applicant has identified development standards and uses that are consistent with the master plan and designed in a manner that is compatible with adjacent land uses after consideration of applicable mitigation and site design. The hearing examiner may consider development standards that are different from currently adopted development standards in order to provide flexibility in site planning; to implement project design and concepts; to respond to market conditions; or to otherwise achieve the public benefits contemplated by the concept plan. A portion of Phase 2 will be accessed via a gated private street. Commercial uses include a hotel, two restaurants and an RV park. The development is compatible with adjacent uses because the RV park will separate the other commercial uses from the proposed residential areas.

(3) Consideration shall be given to "low impact development" concepts. Residential development will primarily be located outside out of the floodway and floodplain, and those parcels that contain floodplain will meet minimum standards for building envelope or lot size.

(4) There will be adequate infrastructure capacity available by the time each phase of development is completed: All lots will be served by City sewer and Nob Hill Water Association water. At full buildout, there will be adequate transportation infrastructure, including additional turn lanes and a new traffic signal at the intersection of South 52nd Avenue and West Washington Avenue. The gated private road provides for an efficient traffic circulation pattern with no dead ends.

RECEIVED
JUL 1 0 2025
CITY OF YAKIMA
PLANNING DIV.

(5) The master planned development contains design, landscaping, parking/traffic management, and use mixture and location that limit or mitigate conflicts between the master planned development and adjacent uses. Consideration shall be given to site planning that supports land use flexibility through means of appropriate setbacks, landscaping, sitescreening, buffers, and other design features or techniques. The proposed lot sizes, lot width, and setbacks will allow the dwelling units to be situated in a low-density manner, serving as a buffer from the commercial lots.

(6) All potential significant off-site impacts including noise, shading, glare, and traffic have been identified and mitigation incorporated to the extent reasonable and practical. No significant off-site impacts are expected as long as offsite traffic improvements recommended by the Transportation Impact Analysis that are within the City limits at the intersection of South 52nd Avenue and West Washington Avenue are implemented.

(7) The project is designed and includes appropriate consideration of open spaces and transportation corridors, designs of street and public open space amenities, and results in the functional and visual appearance of one integrated project. The development will be adjacent to the SOZO Sports Complex. In addition, a swimming pool and athletic courts located at the RV park on Phase 4 are connected to the Phase 6 neighborhood via a short pathway.

(8) The proposed development is not adverse to the public health, safety, or welfare. The proposal will not adversely affect the environs of the area, nor is it expected to cause any traffic concerns at full buildout as long as the offsite improvements within the City limits recommended in the Transportation Impact Analysis are implemented.

(9) The public benefits of approving the master planned development outweigh the effect of modification of standards to the underlying zoning district. Approval of this planned development will allow for commercial uses, private streets, and modified minimum and maximum street lengths on a number of blocks. Lot sizes, lot width, and setbacks will generally follow the R-1 standards for detached single-family dwellings, the R-2 standards for attached common-wall dwellings, the R-3 standards for multifamily development, and the GC standards for commercial development.

(10) The proposed development is designed to be consistent with the provisions of the shoreline master program and critical areas ordinance of the appropriate jurisdiction. Phase 3 is located partially within the floodplain, and construction there will be subject to the requirements of YMC Chapter 15.27. Environmental Review was required due to the requirements for a Master Planned Development Overlay and the determination of the

RECEIVED
JUL 1 0 2025
CITY OF YAKIMA
PLANNING DIV.

Responsible Official to the effect that no probable significant adverse environmental impacts will likely result from the proposal became final without any appeals.

XVII. Preliminary Plat Review Criteria. YMC §14.20.100 provides that the Hearing Examiner shall review a proposed Preliminary Plat during an open record public hearing to inquire into and determine whether or not the following standards are satisfied:

(1) Public health, safety, welfare: This proposal involves the development of approximately 85 acres in a manner that is consistent with the Comprehensive Plan designations of Low Density Residential, Mixed Residential and Commercial Mixed-Use and is consistent with the Suburban Residential (SR), Single-Family Residential (R-1), Two-Family Residential (R-2), Multifamily Residential (R-3) and General Commercial (GC) zoning. It is estimated that the development may take up to ten years to complete. It will complement adjacent uses and will promote the public health, safety and general welfare insofar as there is a need in this community for additional housing and insofar as this proposed preliminary plat would be required to comply with all applicable City development standards, and all conditions of approval specified by the City Council. It will also serve the public health, safety and welfare by being consistent with the many Comprehensive Plan Goals and Policies that have been adopted to guide the growth within the City, including the following:

(a) Goal 2.2: Provide a mix of land use designations consistent with the community's vision.

(b) Policy 2.2.4(A): Purpose: This designation provides for areas with a mixture of housing types and densities.

(c) Policy 2.2.4(B): Locational criteria: Intended for areas now characterized by, and/or appropriate for, a mixture of housing types with a close proximity to commercial services, transit access, and/or parks and other public recreational amenities. This designation often creates a transition from commercial and mixed-use areas to low density residential areas.

(d) Policy 2.2.4(C): Principal uses & density: A mixture of single-family, duplex, and multifamily dwelling units. The permitted maximum density is up to or above 13 net dwelling units per acre, depending on the underlying zoning district and neighborhood context. For developments electing to conform to site and building design standards promoting pedestrian-oriented development, density is primarily limited by allowable building height, integration of required parking,

RECEIVED
JUL 1 0 2025
CITY OF YAKIMA
PLANNING DIV.

market conditions, and conformance with applicable site and building design provisions. Specifying the maximum number of dwelling units in one building may be appropriate in some areas to ensure compatibility and to limit building massing and density.

(e) Goal 2.3: Preserve and enhance the quality, character, and function of Yakima's residential neighborhoods.

(f) Policy 2.3.1: Provide for a wide variety of housing types within the city to meet the full range of housing needs for Yakima's evolving population.

(g) Policy 2.3.1(B): Standard single family. Continue to allow for detached single family dwellings in residential districts.

(h) Policy 2.3.1(E): Duplexes. Continue to allow duplexes in appropriate residential zones, provided density standards are met. Consider incorporating design standards that emphasize a pedestrian-oriented design and the inclusion of usable open space.

(i) Policy 2.3.3: Create walkable residential neighborhoods with safe streets and good connections to schools, parks, transit, and commercial services.

(j) Policy 2.3.6: Allow some compatible nonresidential uses in residential zones, such as appropriately scaled schools, churches, parks and other public/community facilities, home occupations, day care centers, and other uses that provide places for people to gather. Maintain standards in the zoning code for locating and designing these uses in a manner that respects the character and scale of the neighborhood.

(k) Goal 2.5: Arterial corridors and mixed-use centers. Enhance the character, function, and economic vitality of Yakima's arterial corridors and mixed-use centers.

(l) Policy 2.5.1: Allow for a mixture of compatible land uses along corridors and within mixed-use designated areas. This includes the integration of multi-family residential and office uses with retail and service commercial uses. Provide zoning and design standards to maintain compatibility between different uses and zones.

(m) Goal 4.8: Support programs, projects, and development efforts that enhance the job market and promote community pride.

(n) Goal 5.1: Encourage diverse and affordable housing choices.

(o) Policy 5.1.2: Promote the preservation, improvement, and development of single family homes in Yakima.

RECEIVED
JUL 10 2025
CITY OF YAKIMA
PLANNING DIV.

(p) Goal 5.4: Encourage design, construction, and maintenance of high quality housing.

(q) Policy 5.4.2: Use transitional densities, design and landscape standards to ensure housing is compatible with existing character and planned goals.

(2) Open spaces: The proposed plat provides for large lots that may provide private open spaces throughout the residential blocks, along with a pedestrian path connecting residential Phase 6 to Phase 4, which contains athletic courts and a swimming pool.

(3) Drainage systems: Drainage system facilities will be provided in accordance with state and local regulations including the City of Yakima Municipal Code and the Eastern Washington Storm Water Manual.

(4) Streets, alleys, and other public ways: The subject property has frontage upon Sorenson Road, South 38th Avenue and South 52nd Avenue. Public streets and a private road will provide adequate access to all lots. Even though two people testified at the hearing as to a need to widen and improve South 52nd Avenue, it was pointed out by the Applicant's representative that there were numerous meetings regarding this proposal without any request from the County for improvements to South 52nd Avenue and that the requisite nexus would limit any requirement of that type to the Applicant's minimal proportionate share of the traffic that will be utilizing the road. It is likely that some form of County funding will be required for the costly undertaking of widening that street and improving it with curbs, gutters and sidewalks. It was not found to be appropriate to impose that cost on this development under the nexus and proportionality requirements related to the imposition of offsite improvements. The 136-page Transportation Impact Analysis (TIA) prepared by Kittleson & Associates recommended that this development be responsible for offsite improvements to the intersection of South 52nd Avenue and West Washington Avenue prior to the estimated 10 years that will be required to achieve full buildout of the Champions Park Master Plan. The recommended improvements are to widen the northbound approach in order to include separate northbound left-turn and right-turn lanes and to signalize the intersection. The TIA did not recommend that this development be responsible for otherwise widening and improving South 52nd Avenue with curbs, gutters and sidewalks, and this record lacks sufficient evidence of the estimated cost and requisite nexus and proportionality to make such a recommendation.

(5) Water supplies: Public water is required to be used for domestic and fire flow purposes, and water is available to the site from Nob Hill Water Association.

RECEIVED
JUL 1 0 2025
CITY OF YAKIMA
PLANNING DIV.

(6) Sanitary waste disposal: A City of Yakima sewer main capable of serving the development shall be extended in order to serve all of the lots. The access for the lift station on the southwest corner of one of the lots shall be maintained.

(7) Parks and playgrounds: Open space, parks, recreation and playgrounds are located adjacent to this subdivision at the SOZO Sports Complex. Residents will also have access to the swimming pool and athletic courts located at the new RV park.

(8) Sites for schools: Wide Hollow Elementary School is located approximately 2.7 miles from this subdivision, West Valley Junior High School is located approximately 2.2 miles away, and West Valley High School is located approximately 3.2 miles away.

(9) Sidewalks: Curb, gutter, and sidewalks are proposed to be provided along both sides of the streets that serve the development.

(10) Public Transit: Yakima Transit Routes 2 and 5 are located approximately 1.2 miles from this subdivision, and Routes 7 and 9 are located approximately 1.5 miles away.

(11) Serves the public interest and use: This proposed five-phase mixed-use master planned subdivision is consistent with neighboring land uses and better serves the needs of the City of Yakima than the undeveloped status of the property.

(12) Time Limitation: Upon preliminary plat approval, the Applicant has five years from the date of preliminary approval to submit the final plat. At least 30 days prior to the expiration of preliminary approval, the Applicant may submit to the City Council a written request asking to extend the approval period for a maximum period of one year (YMC §14.20.160). Before the final plat can be recorded, all required infrastructure must be engineered, completed and inspected or engineered and financially secured and receive final plat approval from the Community Development Department.

XVIII. Consistency Analysis under Subsection 16.06.020(B) of the Yakima Municipal Code. The following analysis involves the consistency of the Planned Development and Preliminary Plat with applicable development regulations, or in the absence of applicable regulations, the adopted Comprehensive Plan as mandated by the State Growth Management Act and the Yakima Municipal Code:

RECEIVED

JUL 10 2025

CITY OF YAKIMA
PLANNING DIV.

(1) The types of land uses contemplated by the proposal (a planned development and preliminary plat) are permitted on this site so long as they comply with the conditions imposed by the Yakima City Council.

(2) The level of development, based on the proposed residential density of the development, will not exceed the allowable level of development.

(3) The availability and adequacy of infrastructure and public facilities is not an issue because the additional infrastructure that will be provided at the Applicant's expense will insure that adequate infrastructure and public facilities will be available for the proposed Planned Development and Preliminary Plat.

(4) The character of the proposal, such as the proposal's consistency with applicable development standards of the City's Urban Area Zoning Ordinance, primarily involves compliance with the Planned Development Agreement and with the conditions of Preliminary Plat approval imposed by the City Council.

CONCLUSIONS

Based upon the foregoing Findings, the Hearing Examiner reaches the following Conclusions:

(1) The Hearing Examiner has jurisdiction to recommend to the Yakima City Council the approval of the proposed Planned Development and Preliminary Plat described in the narrative and depicted on the site plan received by the City on February 20, 2025, pursuant to YMC §1.43.080, YMC §15.28.040 of the zoning ordinance and YMC §14.20.100 of the subdivision ordinance.

(2) A SEPA Determination of Nonsignificance (DNS) was issued for this Planned Development and Preliminary Plat on June 5, 2025, and became final without an appeal.

(3) Although testimony at the hearing expressed a need for improvements to South 52nd Avenue, this record does not contain an estimate of the cost thereof or the percentage of traffic that will be attributable to this proposal upon which to base a requisite proportional obligation for said cost or to otherwise support a finding of the requisite nexus for imposition of responsibility for any offsite improvements to that street in

RECEIVED
JUL 1 0 2025
CITY OF YAKIMA
PLANNING DIV.

addition to the required improvements at the intersection of South 52nd Avenue and West Washington Avenue.

(4) Although some concerns were expressed, no testimony or written comments were submitted that requested denial of the proposed Planned Development or the Preliminary Plat.

(5) The proposed Planned Development to be developed in accordance with the Champions Park Master Plan satisfies all of the considerations and criteria for its approval set forth in YMC §15.28.040(D).

(6) The proposed Preliminary "Plat of Champions Park Phases 2-6," developed with the Planned Development's inclusion of some Type (2) uses and some adjustments to development standards subject to the conditions detailed below, satisfies the criteria for its approval set forth in YMC §14.20.100 and RCW 58.17.110 because it is in compliance with the City's Comprehensive Plan, zoning ordinance and subdivision ordinance; it makes appropriate provisions for the public health, safety and general welfare and for open spaces, drainage ways, streets, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds and sidewalks; it will serve the public use and interest; and, according to the weight of the evidence presented at the hearing, it does not require specific provisions to be made for the other requisite plat considerations such as additional schools, additional schoolgrounds or additional planning features that assure safe walking conditions for students who walk to and from school.

(7) This proposed Planned Development and Preliminary Plat are in compliance with all of the consistency requirements of YMC §16.06.020(B).

RECOMMENDATION

The Hearing Examiner recommends to the Yakima City Council that the proposed Planned Development and Preliminary Plat located on Sorenson Road between South 38th Avenue and South 52nd Avenue named the "Plat of Champions Park Phases 2-6" as depicted on the site plan and described in the narrative received by the City on February 20, 2025, and as further described in the staff report, in this recommendation and in the

RECEIVED
JUL 1 0 2025
CITY OF YAKIMA
PLANNING DIV.

documents which are assigned file numbers PD#001-25, DEV#001-25, PLP#001-25, SEPA#002-25 and CAO#001-25 be **APPROVED**, subject to compliance with the following conditions:

(A) Right-of-way shall be dedicated as displayed on the plat, or as otherwise determined by the Engineering Division;

(B) New public and private streets shall meet the standards of residential streets found under YMC §12.06.020 and YMC §12.06.090;

(C) Curb, gutter, and sidewalk shall be installed on both sides of the streets, along with street lighting;

(D) Prior to approval of the final plat, all required improvements shall be constructed or financially secured according to the standards and requirements of the City Engineer and YMC Title 12; except for those improvements to the intersection of South 52nd Avenue and West Washington Avenue listed in the following Condition E;

(E) Prior to the Sorenson Road intersection with South 52nd Avenue being open for public use, the following improvements shall be completed and operational:

(i) The intersection at South 52nd Avenue and West Washington Avenue shall be signalized and have its northbound approach widened to include separate northbound left-turn and right-turn lanes; and

(ii) The intersection at South 52nd Avenue along Phase 3 shall be improved with a stop sign;

(F) All lots shall be served with public water from the Nob Hill Water Association and with public sewer from the City of Yakima. Prior to final plat approval, written verification must be submitted to the Planning Division indicating that all sewer and water extensions have been completed and inspected or financially secured;

(G) An eight-foot wide public utility easement shall be dedicated along the front of each lot;

(H) An excavation and street break permit shall be obtained for all work within the public right-of-way. Roads less than five years old can be cut, but will cost 150 percent of the restoration fee with no PCI discount;

(I) All frontage improvements shall be completed or bonded for prior to long plat approval. Civil engineering plans for public improvements shall be approved prior to bonding for public improvements;

RECEIVED
JUL 10 2025
CITY OF YAKIMA
PLANNING DIV.

(J) At the discretion of the City Engineer, the owner may bond for required frontage improvements or enter into a deferral agreement for future participation in the cost of any frontage and/or roadway improvement of a Local Improvement District (LID) which is constructed abutting the owner's property. The bond or deferral agreement shall be executed and recorded prior to or as part of approval of the plat;

(K) This plat shall be subject to the following notes, which must be placed on the face of the plat:

(i) The addresses shown on this plat are accurate as of the date of recording, but may be subject to change. The City of Yakima Building Codes Division is responsible for the confirmation or reassignment of addresses at the time of building permit issuance;

(ii) The owners shown hereon, their grantees and assignees in interest hereby covenant and agree to retain all surface water generated within the plat on-site;

(iii) The City of Yakima has no responsibility to build, improve, maintain or otherwise service any private road for this plat. Any right-of-way dedicated to the public by this plat shall not be opened as a City (or County) street until such time as it is improved to City street standards and accepted as part of the City transportation system; and

(iv) This subdivision is subject to the specific Master Planned Development Overlay of PD#001-25 as approved by the Yakima City Council on _____, 2025 under Resolution No. _____, and recorded under Auditor's File Number _____, which controls the development and usage of this property within this recorded plat. All development shall comply with the following minimum standards:

	Lot Size	Lot Coverage	Lot Width
Single-Family, Detached:	6,000 sq. ft.	60%	50 ft.
Single-Family, Common Wall:	3,500 sq. ft.	60%	35 ft.
Multifamily:	6,000 sq. ft.	80%	50 ft.
Commercial:	None	80%	None
Setbacks:	Consistent with YMC §15.05.030, Table 5-1;		

(L) Irrigation approval is required, and shall be shown on the face of the final plat;

(M) A current title report covering the subject property must accompany the final long plat;

RECEIVED
JUL 10 2025
CITY OF YAKIMA
PLANNING DIV.

(N) The Applicant and City of Yakima shall enter into a Development Agreement codifying all development standards and conditions of approval prior to final plat approval to be finalized and recorded in accordance with RCW 36.70B and all other laws applicable to development agreements;

(O) Upon preliminary plat approval, the applicant has five years to submit the final plat unless thereafter, at least 30 days prior to the expiration of said approval, the Applicant submits to the City Council a written request asking to extend the approval period for a maximum period of one year;

(P) Prior to the issuance of any permits, the Applicant shall conduct a professional archaeological survey of the project area, with copies of the survey provided to the Washington State Department of Archaeology and Historic Preservation (DAHP) and to the City Planning Division;

(Q) The Applicant shall complete and submit a Critical Area and Floodplain report prior to the issuance of building permits for structures within the floodway or floodplain;

(R) Prior to the issuance of any permits, a Large Project Stormwater Permit shall be obtained from the Surface Water Engineer;

(S) Prior to the issuance of any permits, an NPDES Construction Stormwater General Permit shall be obtained from the Department of Ecology;

(T) Prior to the issuance of any permits for each phase of the development, the Applicant shall file FAA Form 7460-1, with a copy of the FAA's response provided to the City Planning Division;

(U) An aviation easement and deed declaration, which recognizes the preexistence of the airport and the right of over flight, shall be recorded for all uses within the approach and transitional surfaces of the conical surface area;

(V) In accordance with YMC §14.20.230, the City shall not issue any building permits until a copy of the final recorded plat is submitted to the City Planning Division; and

(W) All other requirements of the zoning and subdivision ordinance, although not specifically set forth herein, shall be complied with in their entirety.

DATED this 10th day of July, 2025.

Gary M. Cuillier

Gary M. Cuillier, Hearing Examiner

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. 8.B.
For Meeting of: August 19, 2025

ITEM TITLE: Public Meeting to consider the Notice of Intent to commence the Lochridge Annexation in the vicinity of 80th Ave and Loren Place

SUBMITTED BY: Bill Preston, Community Development Director
*Trevor Martin, Planning Manager

SUMMARY EXPLANATION:

A Notice of Intent to Commence Annexation was received by the Planning Division on February 25, 2025. On July 15, 2025, Council set the date of August 19, 2025 (per RCW 35.13.125), to consider this annexation request. The area for annexation is comprised of a single parcel that is approximately 5.24 acres in size and is zoned R-1 (Single Family Residential). The subject property is located at 1504 S 80th Ave.

The purpose of this meeting is for Council to determine the following:
1) Whether to accept, reject, or geographically modify the proposed annexation;
2) Whether to require the assumption of any portion of existing city indebtedness by the area to be annexed; and
3) Whether to require the simultaneous adoption of a Comprehensive Plan.

Regarding the assumption of indebtedness, the property within the territory being annexed shall be assessed and taxed at the same rate and on the same basis as other property of the City of Yakima, Washington, and shall assume its proportional share of the existing indebtedness of the City of Yakima, Washington as presently adopted or as is hereafter amended.

The property is currently zoned R-1 and has a Future Land Use designation of Low Density Residential. This designation is consistent with the City of Yakima Comprehensive Plan 2040. A separate Comprehensive Plan for the area is not required.

ITEM BUDGETED: N/A

STRATEGIC PRIORITY 24-25:

RECOMMENDATION: If Council wishes to accept and begin the annexation process, direct staff to draft the official Annexation Petition and collect signatures from property owners to begin the Annexation review procedures. The final Annexation Ordinance will be brought to City Council at a later date.

ATTACHMENTS:
Notice of Intent and Map.pdf
RCW 35.13.125.pdf

YAKIMA CITY CLERK
'25 FEB 5 PM3:20

NOTICE OF INTENT TO PETITION FOR ANNEXATION

CITY OF YAKIMA Planning

We, the undersigned, are owners of real property lying outside of the corporate limits of the City of Yakima, Washington, but contiguous thereto and designated as part of the City of Yakima Urban Growth Area. A legal description and map of this area are attached to this notice.

We, the undersigned, who are owners of not less than 10 percent in value according to the assessed valuation for general taxation of the property for which annexation is sought, hereby advise the City Council of the City of Yakima that it is the desire of the undersigned residents to commence annexation proceedings in accordance with RCW 35A.14.120.

It is requested that a public meeting be held within 60 days to determine if the City will accept, reject, or geographically modify the proposed annexation; whether it shall require the simultaneous adoption of a proposed zoning regulation; and whether it shall require the assumption of existing city indebtedness by the area to be annexed.

It is acknowledged that this petition may consist of a group of pages containing identical text material and it is intended by the signers of this Notice of Intent that they be presented and considered as one Notice of Intent.

Property Owner Name (PLEASE PRINT)	Property Owner SIGNATURE	Street Address	Parcel Number(s)	Date Signed
Lochridge Properties LLC	Aaron Lochridge	~~1504 S 80th~~ 1504 S 80th Ave Yakima WA. 98908	181331111002	2-5-25

OFFICE USE	
Date Received: _____ 60 Day Deadline: _____	Valuation of Submitted Properties: _____ Percentage: _____

Yakima 2015 1994

1504 S 80TH AVE



2/5/2025

- Wastewater Manholes

Wastewater Pipes

- Wastewater Pipe
- Yakima City Limits

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

1.2m Resolution Metadata

RECEIVED
FEB - 5 2025
CITY OF YAKIMA
PLANNING DIV.

1:4,495

0 0.03 0.05 0.1 mi

0 0.04 0.08 0.16 km

City of Yakima, Washington, City of Yakima GIS, City of Yakima, Yakima County, Maxar, Esri Community Maps Contributors, WSU Facilities Services

RCW 35.13.125

Direct petition method—Commencement of proceedings—Notice to legislative body—Meeting—Assumption of indebtedness—Comprehensive plan.

Proceedings for the annexation of territory pursuant to RCW **35.13.130**, **35.13.140**, **35.13.150**, **35.13.160** and **35.13.170** shall be commenced as provided in this section. Prior to the circulation of a petition for annexation, the initiating party or parties who, except as provided in RCW **28A.335.110**, shall be either not less than ten percent of the residents of the area to be annexed or the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property for which annexation is petitioned, shall notify the legislative body of the city or town in writing of their intention to commence annexation proceedings. The legislative body shall set a date, not later than sixty days after the filing of the request, for a meeting with the initiating parties to determine whether the city or town will accept, reject, or geographically modify the proposed annexation, whether it shall require the simultaneous adoption of the comprehensive plan if such plan has been prepared and filed for the area to be annexed as provided for in RCW **35.13.177** and **35.13.178**, and whether it shall require the assumption of all or of any portion of existing city or town indebtedness by the area to be annexed. If the legislative body requires the assumption of all or of any portion of indebtedness and/or the adoption of a comprehensive plan, it shall record this action in its minutes and the petition for annexation shall be so drawn as to clearly indicate this fact. There shall be no appeal from the decision of the legislative body.

[**1990 c 33 s 565**; **1989 c 351 s 3**; **1973 1st ex.s. c 164 s 11**; **1971 c 69 s 1**; **1965 ex.s. c 88 s 10**; **1965 c 7 s 35.13.125**. Prior: **1961 c 282 s 18**.]

NOTES:

Purpose—Statutory references—Severability—1990 c 33: See RCW **28A.900.100** through **28A.900.102**.

Severability—1971 c 69: "If any provision of this 1971 amendatory act, or its application to any person or circumstance is held invalid, the remainder of the act, or the application of the provision to other persons or circumstances is not affected." [**1971 c 69 s 5**.]

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. 9.A.
For Meeting of: August 19, 2025

ITEM TITLE: Resolution authorizing application for and acceptance of FAA grant for Crosswind Runway Rehabilitation (Airport Fund)

SUBMITTED BY: Robert Hodgman

SUMMARY EXPLANATION:

The airport crosswind runway is in poor condition. Grant funds are available to design the rehabilitation project to restore the runway to prime condition.

ITEM BUDGETED: Yes

STRATEGIC PRIORITY 24-25: A Resilient Yakima

RECOMMENDATION: Approve resolution

ATTACHMENTS:
Resolution - YKM - AIP grant application and acceptance of grant crosswind runway final.docx
01_SF424-ARP-2023-07-13.pdf
02_faa-form-5100-100-application-for-federal-assistance-2024.pdf
03_CIP DRAFT2025_YKM_CrossRunwayDesign.pdf
04_USDOT Order 1050.2A Standard Title VI Assurances.pdf
05_certification-for-contracts-grants-loans-and-cooperative-agreements.pdf
06_assurances-airport-sponsors-2025.pdf
07_arp-aip-pfc-checklist-2025-03-05.pdf
08_faa-form-5100-134-sponsor-cert-consultant-2024.pdf
09_faa-form-5100-132-sponsor-cert-plans-specs-2024.pdf
10_faa-form-5100-131-sponsor-cert-equip-constr-2024.pdf
11_faa-form-5100-129-sponsor-cert-final-project-2024.pdf
12_faa-form-5100-130-sponsor-cert-drug-free-2024.pdf
14_faa-form-5100-135-conflict-of-interest-certification-2024.pdf
Draft YKM-061 AIG Grant Agreement.pdf

RESOLUTION NO. R-2025-

A RESOLUTION authorizing a grant application to the Federal Aviation Administration for the design of the Crosswind Runway Rehabilitation project at Yakima Air Terminal-McAllister Field.

WHEREAS, the City owns and operates the Yakima Air Terminal-McAllister Field in accordance with applicable Federal, State, and Local regulations; and

WHEREAS, the Yakima Air Terminal-McAllister Field has been notified that grant funds are available to maintain and/or improve the airport upon submission of completed Airport Improvement Program (AIP) grant application and satisfaction of certain conditions; and

WHEREAS, the Yakima Air Terminal-McAllister Field has a current and complete Airport Master Plan, which details a variety of required capital improvement projects, including rehabilitation of the airport's crosswind runway; and

WHEREAS, the grant application will request a total of Two-Hundred and Sixty Thousand, Seven Hundred and Seventy ($260,770.00) dollars in AIP funding administered by the Federal Aviation Administration (FAA); and

WHEREAS, the grant has a short time period for acceptance necessitating the Council to authorize the City Manager to accept the grant in the event the grant is in substantially the same terms and conditions as the attached AIP grant template agreement; and

WHEREAS, the City Council deems it to be in the best interest of the City and its residents to authorize submission of the grant application for grant funds needed to accomplish the identified capital improvements now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

1. Grant Application. The City Manager is hereby authorized to submit an AIP grant application to the FAA for the Crosswind Runway Rehabilitation project for the Yakima Air Terminal-McAllister Field.

2. Grant Agreement. The City Manager is hereby authorized, and may, review and execute the AIP grant agreement with the FAA for the Crosswind Runway Rehabilitation project for the Yakima Air Terminal-McAllister Field if it includes substantially the same terms and conditions as the attached AIP grant contract template, and, after legal review and comment (which may include alteration of language or attachment of additional documents), in a form she determines is appropriate and in the best interest of the City.

ADOPTED BY THE CITY COUNCIL this 19th day of August, 2025.

ATTEST: Patricia Byers, Mayor

Rosalinda Ibarra, City Clerk

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier: YKM

5a. Federal Entity Identifier:

*5b. Federal Award Identifier: 3-53-0089-061-2025

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Yakima

*b. Employer/Taxpayer Identification Number (EIN/TIN): 91-6001293

*c. UEI: FJNNX1XFJ9K3

d. Address:

*Street 1: 129 2nd Street
Street 2:
*City: Yakima
County/Parish: Yakima
*State: WA
*Province:
*Country: USA: United States
*Zip / Postal Code 98901-2637

e. Organizational Unit:

Department Name:

Division Name:

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

Prefix: Mr. *First Name: Robert
Middle Name:
*Last Name: Hodgman
Suffix:

Title: Airport Director

Organizational Affiliation:

*Telephone Number: 509-575-6260 Fax Number:

*Email: Robert.Hodgman@yakimawa.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**:

AIG 3-53-0089-061-2025

*Title:

Runway 4/22 Pavement Rehabilitation

13. Competition Identification Number:

Title:

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

City of Yakima, Yakima County, Washington State

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

Design and Engineering for Runway 4/22 Pavement Rehabilitation.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: Washington 4th District *b. Program/Project: WA-004

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

17. Proposed Project:

*a. Start Date: 07/01/2025 *b. End Date: 06/30/2029

18. Estimated Funding ($):

*a. Federal	$ 253,906
*b. Applicant	$ 0
*c. State	$ 0
*d. Local	$ 13,364
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 267,270

***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: _____ *First Name: Vicki

Middle Name: _____

*Last Name: Baker

Suffix: _____

*Title: City Manager

*Telephone Number: 509-575-6000 Fax Number:

* Email: vicki.baker@yakimawa.gov

*Signature of Authorized Representative: *Date Signed:

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

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 28 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; no assurance of confidentiality is provided. 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.

INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request ***does not*** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rata (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
    a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
    b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
    a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
    Example: *"Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated __/__/__ originally filed with AIP Project ###."*
    b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
    c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

PART III – Budget Information

SECTION A. GENERAL

1. Assistance Listing Number - Show the Assistance Listing Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate "Airport Improvement Program". Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 – Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 – Indicate the amount of the Grantee's share (from Section D).

Line 21 – Indicate the amount of other shares (from Section D)

Line 22 – Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.

b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.

c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.

d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.

e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR'S REPRESENTATIVE

Identify contact information of Sponsor's representative.

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)?	☒ Yes	☐ 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?	☒ Yes	☐ No	☐ 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.	☐ Yes	☒ No	☐ 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).	☐ Yes	☒ No	☐ 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. ☐ The project is included in an *approved* PFC application. If included in an approved PFC application, does the application *only* address AIP matching share? ☐ Yes ☐ No ☐ The project is included in another Federal Assistance program. Its CFDA number is below.	☐ Yes	☒ No	☐ 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: ☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414. ☐ Negotiated Rate equal to ____ % as approved by ____ (the Cognizant Agency) on ____ (Date) (2 CFR part 200, appendix VII). *Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.*	☐ Yes	☒ No	☐ N/A

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:

The City has implemented land use criteria and an airport overlay zone that helps to assure compatible land use adjacent to the airport. See ALP land use drawing.

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:

None

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:

None

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, this plan is consistend with state and local plans.

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, as a part of the public process during the last ALP and Master Plan update.

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.

N/A

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.

N/A

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]

The City of Yakima is the sole property owner of the airport. The land interests owned by the sponsor are shown on the current "Exhibit A" that is on file with the FAA - Seattle ADO.

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]

N/A

(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]

N/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 - AIG

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			$ 2,000
2. Preliminary expense			4,500
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			260,770
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)			$ 267,270
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			267,270
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)			$ 267,270
19. Federal Share requested of Line 18			253,906
20. Grantee share			13,364
21. Other shares			
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 267,270

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)	13,364
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	$ 13,364
25. Other Shares	**Amount**
a. State	
b. Other	
c. **TOTAL** - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	$ 13,364

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: Runway 4/22 Pavement Rehabilitation

AIRPORT: Yakima Air Terminal - McAllister Field (YKM)

1. Objective:

The intent of the project is to mill and overlay the full width/length of Runway 4/22 to improve pavement condition and extend its useful life. The existing pavement is raveling and beginning to produce FOD at unacceptable levels. At the current pavement condition, crack sealing and surface treatments would not be effective, so mill and overlay is proposed. This grant will cover the design and bidding process of the project.

2. Benefits Anticipated:

Increased pavement condition and useful life of Runway 4/22 pavement.

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

Preliminary Design: Geotechnical survey will be performed and reviewed; Plan, Contract Docs, Specs, Design Report, CSPP, and Cost Estimate will be developed for review.

Final Design: Design deliverables will be submitted to the FAA & Sponsor.

Bidding will be administered.

Close out report will be submitted.

4. Geographic Location:

Yakima Air Terminal - McAllister Field in Yakima, Washington

5. If Applicable, Provide Additional Information:

N/A

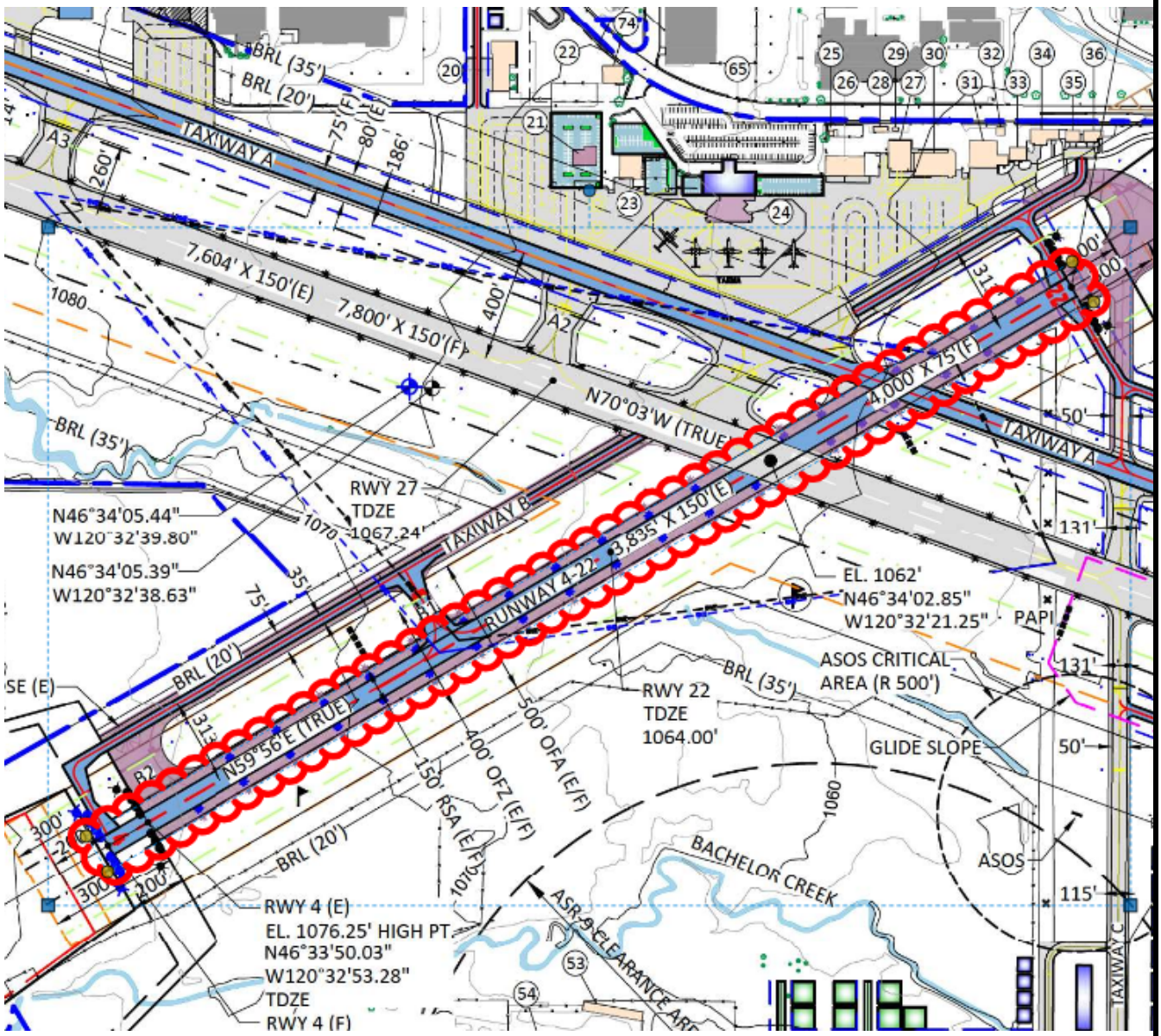
6. Sponsor's Representative: (include address & telephone number)

Vicki Baker, City Manager
129 N 2nd Street, Yakima, Washington 98901-2637
509-575-6000

CIP DATA SHEET

AIRPORT	Yakima Air Terminal – McAllister Field	LOCID	YKM	LOCAL PRIORITY	1
PROJECT DESCRIPTION	Cross Wind Runway 4/22 Rehabilitation, Design Only			PLANNED YEAR TO CONSTRUCT	2025

SKETCH:



DESCRIPTION/JUSTIFICATION:

The intent of this project is to mill and overlay Runway 4/22. The goal is to improve the pavement condition and to help in extending its useful life. The existing pavement is reveling and beginning to produce FOD at unacceptable levels. The recent FAA Reauthorization bill, specifically H.R. 3935 Section 702 (2) (G) (V) and R-PGL 25-01 makes this project eligible as a Legacy Crosswind Runway.

This project will enhance safety by improving the pavement surface, reducing FOD potential, and applying new pavement markings. The current condition of the runway is beyond the point that it can be repaired with crack sealing and a seal coat, so mill and overlay is proposed.

The current ALP depicts Runway 4/22 being narrowed in the future. While narrowing Runway 4/22 is a feasible option, there are additional costs associated with narrowing the runway. Those costs include but are not limited to:

- Transitional milling and/or pavement removal and shoulder grading to adhere to shoulder slope requirements outside of the narrowed runway.
- New runway edge and threshold lights and base cans.
- Addition and alteration to the existing electrical system to connect the new lights.

While the narrowing would reduce the amount of asphalt required, the additional work required would result in a significantly more costly project. Engineering estimates indicate a cost of approximately $3.35 million for a full width rehabilitation, and $4.24 million for a runway narrowing. These figures include design and construction management costs. Because of these differences in costs, YKM is pursuing this project with an approach of milling/overlaying the full width of the runway.

The need for rehabilitation of this runway is urgent, as it is long overdue. Washington IDEA indicates that PCI ratings of the runway are between 17 and 24.

The scope of the cost estimate below includes all work required to complete the design phase of this project.

COST ESTIMATE:

ADMINISTRATION:	$6,500	CONSTRUCTION:	$0		
ENGINEERING:	$260,770				
INSPECTION:	$0			**TOTAL:**	**$267,270**

Federal (%)	$253,906	State $		Local (%) $	$13,364

SPONSOR VERIFICATION:
For each and every project as applicable

(see instruction sheet or attached comments for more information)

2020	-Date of approved ALP with project shown
2025	-Date of environmental determination (ROD, FONSI, CatEx)
NA	-Date of land acquisition or signed purchase agreement
NA	-Date of pavement maintenance program
NA	-Date of Benefit Cost Analysis (BCA) as required

SPONSOR'S SIGNATURE: _____ DATE: _____

PRINTED NAME: Robert Hodgman TITLE: Airport Director

PHONE NUMBER: (509) 826-1170 EMAIL: Robert.Hodgman@yakimawa.gov

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL $

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The ***City of Yakima*** (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the ***Federal Aviation Administration (FAA)***, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- 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);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the* ***Federal Aviation Administration (FAA)****.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted ***Airport Improvement Program***:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard

to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all ***Airport Improvement Programs*** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   > "The ***City of Yakima***, 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 that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, 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 Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, 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.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient 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.

8. That this Assurance obligates the Recipient 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 Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority 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.

10. The Recipient 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.

By signing this ASSURANCE, the ***City of Yakima*** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the ***Federal Aviation Administration (FAA)*** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the ***Federal Aviation Administration (FAA)***. You must keep records, reports, and submit the material for review upon request to the ***Federal Aviation Administration (FAA)***, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The ***City of Yakima*** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the ***Airport Improvement Program***. This ASSURANCE is binding on the ***State of Washington***, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the ***Airport Improvement Program***. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Yakima
(***Name of Recipient***)

by _____
(***Signature of Authorized Official***)

DATED_____

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly of indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS

AIRPORT: Yakima Air Terminal – McAllister Field (YKM)

LOCATION: Yakima, Washington

AIP PROJECT NO.: 3-53-0089-061-2025

STATEMENTS APPLICABLE TO THIS PROJECT

☒ **a.** **INTEREST OF NEIGHBORING COMMUNITIES**: In formulating this project, consideration has been given to the interest of communities that are near Yakima Air Terminal – McAllister Field.

☒ **b.** **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.

☒ **c.** **FBO COORDINATION**: The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing Yakima Air Terminal – McAllister Field, and they have been informed regarding the scope and nature of this project.

☒ **d.** **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: Vicki Baker DATE: _____

TITLE: City Manager

SPONSORING AGENCY: City of Yakima

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;

b. The nature and basis of opposition;

c. Sponsor's plan to accommodate or otherwise satisfy the opposition;

d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.

e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;

f. Sponsor's plans, if any, to minimize any adverse effects of the project;

g. Benefits to be gained by the proposed development; and

h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned 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 undersigned, 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 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 undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipents 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.

Signed _____ Date _____

Sponsor's Authorized Representative

Title City Manager, City of Yakima

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, 37, and 40 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

The Sponsor 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 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.) (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. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 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 49 U.S.C. 47107(a)(16) and (x), 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. The airport owner or operator will maintain a current 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.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

   1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

   2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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 (42 U.S.C. 2000d to 2000d-4); creed and sex 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 Yakima* , in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (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, all businesses 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 , 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, 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 for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, 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.

40. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

FAA
Airports

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

Updated: 03/05/2025

View current and previous versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/. [1]

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

[1] All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7E	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14C	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19B	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B, Change 1	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5300-20	Submission of On-Airport Proposals for Aeronautical Study
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18H	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors

NUMBER	TITLE
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42K	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44L	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46F	Specification for Runway, Taxiway, Heliport, and Vertiport Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities

NUMBER	TITLE
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2D	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND IIJA PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

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 Yakima

Airport: Yakima Air Terminal - McAllister Field (YKM)

Project Number: 3-53-0089-061-2025

Description of Work: Design and Engineering for Runway 4/22 Pavement Rehabilitation.

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 day of , .

Name of Sponsor: City of Yakima

Name of Sponsor’s Authorized Official: Vicki Baker

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.

Submit by Email

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

FAA Form 5100-132, Project Plans and Specifications – 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.

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Yakima

Airport: Yakima Air Terminal - McAllister Field (YKM)

Project Number: 3-53-0089-061-2025

Description of Work: Design and Engineering for Runway 4/22 Pavement Rehabilitation.

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). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

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. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use “brand name” or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☒ Yes ☐ No ☐ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ 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 day of , .

Name of Sponsor: City of Yakima

Name of Sponsor's Authorized Official: Vicki Baker

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.

Submit by Email

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

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement 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.

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: City of Yakima

Airport: Yakima Air Terminal - McAllister Field, YKM

Project Number: 3-53-0089-061-2025

Description of Work: Design and Engineering for Runway 4/22 Pavement Rehabilitation.

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 procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

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 written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☒ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
    a. Only one qualified person/firm submits a responsive bid;
    b. Award is to be made to other than the lowest responsible bidder; and
    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:
    a. Access to Records (§ 200.336)
    b. Buy American Preferences (Title 49 U.S.C. § 50101)
    c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
    e. Occupational Safety and Health Act requirements (20 CFR part 1920)
    f. Seismic Safety – building construction (49 CFR part 41)
    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
    h. U.S. Trade Restriction (49 CFR part 30)
    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:
    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:
    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

    ☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) include or will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

    ☒ 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 day of , .

Name of Sponsor: City of Yakima

Name of Sponsor’s Authorized Official: Vicki Baker

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.

Submit by Email

U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – 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.

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: City of Yakima

Airport: Yakima Air Terminal - McAllister Field (YKM)

Project Number: 3-53-0089-061-2025

Description of Work: Design and Engineering for Runway 4/22 Pavement Rehabilitation.

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment 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. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
   ☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).
   ☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
   ☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

   ☒ Yes ☐ No ☐ N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);

   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and

   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☒ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

   ☒ Yes ☐ No ☐ N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);

   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);

   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and

   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☒ Yes ☐ No ☐ N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);

   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☒ Yes ☐ No ☐ N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☒ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

    a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

    b. Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and

    c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ 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 day of , .

Name of Sponsor: City of Yakima

Name of Sponsor’s Authorized Official: Vicki Baker

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.

Submit by Email

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.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Yakima

Airport: Yakima Air Terminal - McAllister Field (YKM)

Project Number: 3-53-0089-061-2025

Description of Work: Design and Engineering for Runway 4/22 Pavement Rehabilitation.

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: Yakima Air Terminal - McAllister Field (YKM)
Address: 2300 W Washington Avenue, Yakima, WA 98903

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 day of , .

Name of Sponsor: City of Yakima

Name of Sponsor’s Authorized Official: Vicki Baker

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.

Submit by Email

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 Yakima

Airport: Yakima Air Terminal - McAllister Field (YKM)

Project Number: 3-53-0089-061-2025

Description of Work: Design and Engineering for Runway 4/22 Pavement Rehabilitation.

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 day of , .

Name of Sponsor: City of Yakima

Name of Sponsor's Authorized Official: Vicki Baker

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.

Submit by Email

U.S. Department of Transportation Federal Aviation Administration

Airports Division Northwest Mountain Region Washington

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

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Dave Zabell
City Manager
Yakima Air Terminal-McAllister Field
129 N Second St
Yakima, WA 98901

Dear Mr. Zabell:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-53-0089-061-2025 at Yakima Air Terminal-McAllister 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 **September 15, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

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

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

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

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 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. Chelsea Branchcomb, (206) 231-4231, chelsea.l.branchcomb@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,

{{Sig_es_:signer1: signature}}

Ryan C. Zulauf
Acting Manager, Seattle Airports District Office

DRAFT

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	**{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}**
Airport/Planning Area	Yakima Air Terminal-McAllister Field Airport
Airport Infrastructure Grant Number	3-53-0089-061-2025 (Contract Number: DOT-FA25NM-105)
Unique Entity Identifier	FJNNX1XFJ9K3

TO: City of Yakima, Washington
(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 September 01, 2025, for a grant of Federal funds for a project at or associated with the Yakima Air Trml/McAllister Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Yakima Air Trml/McAllister Field Airport (herein called the "Project") consisting of the following:

Rehabilitate Legacy Crosswind Runway 4/22 (phase 1-design);

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act(IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (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 (95) % 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 $220,000.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $220,000 for airport development; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   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 and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      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 Sponsors are 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

      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). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

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, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. 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 September 15, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. 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.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

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.

DRAFT

13. **Informal Letter Amendment of IIJA 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, subject to the availability of Federal funds, 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. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, 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 goods 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 American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 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:

    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 IIJA (P.L. 117-58), 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 $1,000,000 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 System for Award Management (SAM.gov) exclusions 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 it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars 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.**

1. Posting of contact information.

a. 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.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

i. Severe forms of trafficking in persons;

ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;

iii. The use of forced labor in the performance of this grant; or any subaward; or

iv. Acts that directly support or advance trafficking in person, including the following acts;

a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

d) Charging recruited employees a placement or recruitment fee; or

e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with performance under this Grant; or

b) Imputed to the recipient or 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with performance under this Grant; or

         b) 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.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions.* For purposes of this Grant award, term:

   a. "Employee" means either:

      i. An individual employed by the recipient 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 the recipient 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 requirements.

   b. "Private entity" means:

      i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

      ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt

bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIJA Funded Work Included in a PFC Application.** Within 120 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 June01, 2021, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

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 [P.L. 115-232 § 889(f)] 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 its 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.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in

consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

    https://www.congress.gov/bill/118th-congress/house-bill/3935/text

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**
    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
    b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
        (1) additional conditions on the award;

(2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

(3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Duffy Plaintiff Special Term**. Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

"[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

36. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the

Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

37. **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.

DRAFT

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

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

Ryan C. Zulauf

{{N_es_:signer1:title }}

Acting Manager, Seattle Airports District Office

DRAFT

[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 **{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

City of Yakima

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer2:fullname }}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer2:title }}**

(Title of Sponsor's Authorized Official)

DRAFT

[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, **{{N_es_:signer3: fullname}}**, 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 Washington. 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; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); 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 **{{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}

(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, 37, and 40 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.

DRAFT

C. Sponsor Certification.

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

1. General Federal Requirements

The Sponsor 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 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.) (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]

DRAFT

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. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

DRAFT

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.

1. 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.

2. 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.

3. 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.

4. 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 49 U.S.C. 47107(a)(16) and (x), 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.

5. 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.

DRAFT

6. Consideration of Local Interest.

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

DRAFT

19. 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.

20. 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.

21. 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.

DRAFT

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.

22. 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.

23. 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.

DRAFT

24. 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.

25. 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.

26. 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.

27. 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.

28. Airport Layout Plan.

a. The airport owner or operator will maintain a current 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;

DRAFT

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.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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.

29. 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 (42 U.S.C. 2000d to 2000d-4); creed and sex 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 Yakima**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (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, all businesses 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 , 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, 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.

30. 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.

31. 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.

32. 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.

33. 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/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of September 01, 2025.

34. 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.

35. 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.

36. 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).

37. 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.

38. 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.

39. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

DRAFT

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. 9.B.
For Meeting of: August 19, 2025

ITEM TITLE: Resolution authorizing the application for and acceptance of an FAA grant to construct terminal building baggage claim and restroom upgrades (Airport Fund)

SUBMITTED BY: Robert Hodgman

SUMMARY EXPLANATION:

This is the third FAA grant required to fund and complete the terminal modernization baggage claim project.

ITEM BUDGETED: Yes

STRATEGIC PRIORITY 24-25: A Resilient Yakima

RECOMMENDATION: Approve resolution.

ATTACHMENTS:
Resolution - YKM - AIP grant application and acceptance of grant terminal modernization final.docx
1-SF424-ARP-2025_11_30.pdf
2-faa-form-5100-100-application-for-federal-assistance-2024.pdf
4-Standard DOT Title VI Assurances 2016.pdf
5-Certification for Contracts Grants Loans and Cooperative Agreements.pdf
6 - Assurances-airport-sponsors-2025.pdf
7 - AIP_AIG-checklist-2025-03-05 (AC Circulars).pdf
8-faa-form-5100-129-sponsor-cert-final-project-2024.pdf
9-faa-form-5100-130-sponsor-cert-drug-free-2024.pdf
10-faa-form-5100-131-sponsor-cert-equip-constr-2024.pdf
11-faa-form-5100-132-sponsor-cert-plans-specs-2024.pdf
12 - title-vi-pre-award-sponsor-checklist.doc
13-faa-form-5100-134-sponsor-cert-consultant-2024.pdf
14-faa-form-5100-135-conflict-of-interest-certification-2024.pdf
17-5100-145-title-vi-pre-grant-award-checklist-2024.pdf
Draft YKM-062 AIP Grant Agreement.pdf

RESOLUTION NO. R-2025-

A RESOLUTION authorizing a grant application to the Federal Aviation Administration for the Yakima Air Terminal Building Modernization project for Capital Improvements at the Yakima Air Terminal-McAllister Field.

WHEREAS, the City owns and operates the Yakima Air Terminal-McAllister Field in accordance with applicable Federal, State, and Local regulations; and

WHEREAS, the Yakima Air Terminal-McAllister Field has been notified that grant funds are available to maintain and/or improve the airport upon submission of completed Airport Improvement Program (AIP) grant application and satisfaction of certain conditions; and

WHEREAS, the Yakima Air Terminal-McAllister Field has a current and complete Airport Master Plan, which details a variety of required capital improvement projects, including construction and modernization of the airport's Terminal Facility infrastructure; and

WHEREAS, the grant application will request a total of One Million, Two-Hundred and Twenty-One Thousand, Seven-Hundred and Eight ($1,221,708) dollars in AIP funding administered by the Federal Aviation Administration (FAA); and

WHEREAS, the grant has a short time period for acceptance necessitating the Council to authorize the City Manager to accept the grant in the event the grant is in substantially the same terms and conditions as the attached AIP grant template agreement; and

WHEREAS, the City Council deems it to be in the best interest of the City and its residents to authorize submission of the grant application for grant funds needed to accomplish the identified capital improvements, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

1. Grant Application. The City Manager is hereby authorized to submit an AIP grant application to the FAA for the Yakima Air Terminal Building Modernization project for the Yakima Air Terminal-McAllister Field.

2. Grant Agreement. The City Manager is hereby authorized, and may, review and execute the AIP grant agreement with the FAA for the Yakima Air Terminal Building Modernization project for the Yakima Air Terminal-McAllister Field if it includes substantially the same terms and conditions as the attached AIP grant contract template, and, after legal review and comment (which may include alteration of language or attachment of additional documents), in a form she determines is appropriate and in the best interest of the City.

ADOPTED BY THE CITY COUNCIL this 19th day of August, 2025.

ATTEST: Patricia Byers, Mayor

Rosalinda Ibarra, City Clerk

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier: YKM

5a. Federal Entity Identifier: 3-53-0089-062-2025

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Yakima

*b. Employer/Taxpayer Identification Number (EIN/TIN): 91-6001293

*c. UEI: FJNNX1XFJ9K3

d. Address:

*Street 1: 129 2nd Street
Street 2:
*City: Yakima
County/Parish: Yakima
*State: WA
*Province:
*Country: USA: United States
*Zip / Postal Code 98901-2637

e. Organizational Unit:

Department Name: Yakima Air Terminal/McAllister Field

Division Name:

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

Prefix: Mr. *First Name: Robert
Middle Name:
*Last Name: Hodgman
Suffix:

Title: Airport Director

Organizational Affiliation:

*Telephone Number: 509-575-6260 Fax Number:

*Email: Robert.Hodgman@yakimawa.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**:

AIG 3-53-0089-061-2025

*Title:

Runway 4/22 Pavement Rehabilitation

13. Competition Identification Number:

Title:

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

City of Yakima Washington

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

Construction Phase 3: Install baggage claim equipment

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: WA-004 *b. Program/Project: WA-004

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

17. Proposed Project:

*a. Start Date: 06/01/2025 *b. End Date: 12/30/2025

18. Estimated Funding ($):

*a. Federal	$ 1,164,899
*b. Applicant	$ 61,310
*c. State	$ 0
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 1,226,209

***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: _____ *First Name: Victoria

Middle Name: _____

*Last Name: Baker

Suffix: _____

*Title: City Manager

*Telephone Number: 509-575-6000 Fax Number:

* Email: vicki.baker@yakimawa.gov

*Signature of Authorized Representative: *Date Signed:

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

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 28 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; no assurance of confidentiality is provided. 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.

INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request ***does not*** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rata (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
    a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
    b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
    a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
    Example: *"Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated __/__/__ originally filed with AIP Project ###."*
    b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
    c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

PART III – Budget Information

SECTION A. GENERAL

1. Assistance Listing Number - Show the Assistance Listing Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate "Airport Improvement Program". Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 – Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 – Indicate the amount of the Grantee's share (from Section D).

Line 21 – Indicate the amount of other shares (from Section D)

Line 22 – Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.

b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.

c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.

d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.

e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR'S REPRESENTATIVE

Identify contact information of Sponsor's representative.

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)?
☒ Yes ☐ 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?
☒ Yes ☐ No ☐ 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.
☐ Yes ☒ No ☐ 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).
☐ Yes ☒ No ☐ 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.
☒ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☒ Yes ☐ No

☐ 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?
☐ Yes ☒ No ☐ 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:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

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:

The City has implemented land use criteria and an airport overlay zone that helps to ensure compatible land use adjacent to the airport. See ALP land use drawing.

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:

None

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:

None

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, this plan is consistent with state and local plans.

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, as a part of the public process during the last ALP and Master Plan update.

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.

NA

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.

NA

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:

None, there is no grant of an exclusive right at Yakima Air Terminal - McAllister Field.

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]

The City of Yakima is the sole property owner of the airport. The land interests owned by the sponsor are shown on the current "Exhibit A" dated October 2020 that is on file with the FAA SEA ADO.

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]

NA

(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]

NA

[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			4,500
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			482,706
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			729,003
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			$ 1,226,209
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			1,226,209
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)			$ 1,226,209
19. Federal Share requested of Line 18			1,164,899
20. Grantee share			61,310
21. Other shares			0
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 1,226,209

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a. n/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	$ 0
b. Mortgages	0
c. Appropriations (by Applicant)	61,310
d. Bonds	0
e. Tax Levies	0
f. Non-Cash	0
g. Other (Explain):	0
h. **TOTAL** - Grantee share	$ 61,310
25. Other Shares	**Amount**
a. State	0
b. Other	0
c. **TOTAL** - Other Shares	$ 0
26. TOTAL NON-FEDERAL FINANCING	$ 0

SECTION E – REMARKS
(Attach sheets if additional space is required)

Construction Phase 3: 50% of the construction cost and construction management fees of the east side baggage claim lobby/area, restrooms, addition of a family restroom, and family lobby renovations.

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: 3-53-0089-062-2025

AIRPORT: YKM McAllister Field

1. Objective:

The YKM terminal was constructed in the '50s and is in dire need of modernization due to dilapidated/antiquated infrastructure, lack of proper safety/security standards, and shortfall in building/energy and accessibility codes. The project will include 50% of the phase 3 construction cost and construction management services to construct the YKM Terminal east side baggage claim lobby, restrooms, family restroom and lobby improvements. The result will modernize the restrooms, family lobby and baggage claim area to improve public access, security and accessibility (ADA).

2. Benefits Anticipated:

Improve security, accessibility (ADA) public access, and resilience between the airside and public areas of the east side terminal. This project will enhance passenger experience through restroom upgrades, baggage claim lobby upgrades, and an addition of a family restroom.

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

An environmental Categorical Exclusion was issued by the FAA in January of 2022. Phase 1A,the first phase of construction, will be evaluated and designed from January 2024 to Fall 2024. The second phase of construction includes procuring baggage claim equipment and construction management for equipment installation. Third phase of construction includes 50% of the construction cost and construction management for east side terminal baggage claim areas and restrooms. The second and third phases of construction will occur from June 2025 through December of 2025 .Construction will commence as soon as contracts are in place between the City of Yakima and the apparent low bidder. The construction contract for phase 2 and 3 is anticipated to be fully executed May 2025.

4. Geographic Location:

Yakima, Washington

5. If Applicable, Provide Additional Information:

Yakima Air Terminal - McAllister Field

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

Ms. Victoria Baker, City Manager 509 575 6000
City of Yakima
129 North Second Street, Yakima, WA 98901

STANDARD DOT TITLE VI ASSURANCES

VB (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 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 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor 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:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

Victoria Baker, City Manager

(Sponsor)

_____

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly of indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS

AIRPORT: Yakima Air Terminal

LOCATION: 2300 W Washington Avenue, Yakima Washington 98903

AIP PROJECT NO.: 3-53-0089-062-2025

STATEMENTS APPLICABLE TO THIS PROJECT

☒ **a.** **INTEREST OF NEIGHBORING COMMUNITIES**: In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) YKM.

☒ **b.** **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.

☒ **c.** **FBO COORDINATION**: The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) YKM, and they have been informed regarding the scope and nature of this project.

☒ **d.** **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: Victoria Baker DATE: _____

TITLE: City Manager

SPONSORING AGENCY: _____

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;

b. The nature and basis of opposition;

c. Sponsor's plan to accommodate or otherwise satisfy the opposition;

d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.

e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;

f. Sponsor's plans, if any, to minimize any adverse effects of the project;

g. Benefits to be gained by the proposed development; and

h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned 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 undersigned, 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 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 undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipents 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.

Signed _____ Date _____

Sponsor's Authorized Representative

Title _____

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, 37, and 40 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

The Sponsor 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 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.) (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. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 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 49 U.S.C. 47107(a)(16) and (x), 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. The airport owner or operator will maintain a current 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.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

   1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

   2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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 (42 U.S.C. 2000d to 2000d-4); creed and sex 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 (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (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, all businesses 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 , 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, 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 for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, 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.

40. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

FAA
Airports

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

Updated: 03/05/2025

View current and previous versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/. [1]

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

[1] All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7E	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14C	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19B	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B, Change 1	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5300-20	Submission of On-Airport Proposals for Aeronautical Study
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18H	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors

NUMBER	TITLE
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42K	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44L	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46F	Specification for Runway, Taxiway, Heliport, and Vertiport Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities

NUMBER	TITLE
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2D	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND IIJA PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – 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.

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: City of Yakima

Airport: Yakima Air Terminal - McAllister Field, YKM

Project Number: 3-53-0089-062-2025

Description of Work: Construction Phase 3: 50% of the construction cost and construction management fees of the east side baggage claim lobby/area, restrooms, addition of a family restroom, and family lobby renovations.

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment 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. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
   ☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).
   ☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
   ☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

   ☒ Yes ☐ No ☐ N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);

   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and

   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☒ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

   ☒ Yes ☐ No ☐ N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);

   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);

   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and

   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☒ Yes ☐ No ☐ N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);

   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☒ Yes ☐ No ☐ N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☒ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

    a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

    b. Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and

    c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☐ 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 day of , .

Name of Sponsor: City of Yakima

Name of Sponsor’s Authorized Official: Victoria Baker

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.

Submit by Email

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.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Yakima

Airport: Yakima Air Terminal - McAllister Field, YKM

Project Number: 3-53-0089-062-2025

Description of Work: Construction Phase 3: 50% of the construction cost and construction management fees of the east side baggage claim lobby/area, restrooms, addition of a family restroom, and family lobby renovations.

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: Yakima Air Terminal - McAllister Field, YKM
Address: 2300 West Washington Avenue, Yakima, WA 98903

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 day of , .

Name of Sponsor: City of Yakima

Name of Sponsor’s Authorized Official: Victoria Baker

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.

Submit by Email

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

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement 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.

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: City of Yakima

Airport: Yakima Air Terminal - McAllister Field, YKM

Project Number: 3-53-0089-062-2025

Description of Work: Construction Phase 3: 50% of the construction cost and construction management fees of the east side baggage claim lobby/area, restrooms, addition of a family restroom, and family lobby renovations.

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 procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

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 written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☐ Yes ☐ No ☒ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
    a. Only one qualified person/firm submits a responsive bid;
    b. Award is to be made to other than the lowest responsible bidder; and
    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:
    a. Access to Records (§ 200.336)
    b. Buy American Preferences (Title 49 U.S.C. § 50101)
    c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
    e. Occupational Safety and Health Act requirements (20 CFR part 1920)
    f. Seismic Safety – building construction (49 CFR part 41)
    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
    h. U.S. Trade Restriction (49 CFR part 30)
    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:
    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:
    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

    ☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) include or will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

    ☒ 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 day of , .

Name of Sponsor: City of Yakima

Name of Sponsor’s Authorized Official: Victoria Baker

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.

Submit by Email

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

FAA Form 5100-132, Project Plans and Specifications – 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.

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Yakima

Airport: Yakima Air Terminal - McAllister Field, YKM

Project Number: 3-53-0089-062-2025

Description of Work: Construction Phase 3: 50% of the construction cost and construction management fees of the east side baggage claim lobby/area, restrooms, addition of a family restroom, and family lobby renovations.

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). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

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. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use “brand name” or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☒ Yes ☐ No ☐ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ 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 day of , .

Name of Sponsor: City of Yakima

Name of Sponsor's Authorized Official: Victoria Baker

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.

Submit by Email

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: City of Yakima, Yakima Air Terminal – McAllister Field, YKM

AIP #: 3-53-0089-062-2025

Project Description(s): Construction Phase 3: 50% of the construction cost and construction management fees of the east side baggage claim lobby/area, restrooms, addition of a family restroom, and family lobby renovations.

1) **Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.**
   ☒ **None**

2) **Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.**
   ☒ **None (If "None", continue with questions 3 and 4).**

3) **Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.**
   ☒ **None**

4) **Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.**
   ☒ **None**

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

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 Yakima

Airport: Yakima Air Terminal - McAllister Field, YKM

Project Number: 3-53-0089-062-2025

Description of Work: Construction Phase 3: 50% of the construction cost and construction management fees of the east side baggage claim lobby/area, restrooms, addition of a family restroom, and family lobby renovations.

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 day of , .

Name of Sponsor: City of Yakima

Name of Sponsor’s Authorized Official: Victoria Baker

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.

Submit by Email

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 Yakima

Airport: Yakima Air Terminal - McAllister Field, YKM

Project Number: 3-53-0089-062-2025

Description of Work: Construction Phase 3: 50% of the construction cost and construction management fees of the east side baggage claim lobby/area, restrooms, addition of a family restroom, and family lobby renovations.

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 day of , .

Name of Sponsor: City of Yakima

Name of Sponsor's Authorized Official: Victoria Baker

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.

Submit by Email

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Form 5100-145, FAA Title VI Pre-Grant Award Checklist

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

Instructions for Form 5100-145, FAA Title VI Pre-Grant Award Checklist

This Checklist must be completed and submitted by the sponsor as a part of each FAA grant application.

"Yes" responses mean that the sponsor is currently in compliance or has a corrective action plan approved by the FAA Office of Civil Rights (FAA) to come into compliance. "No" responses mean there is a potential compliance issue. Compliance issues will be brought to the attention of the FAA to determine if corrective actions are necessary. If there are any questions, please contact ACR-4-TitleVI@faa.gov.

References to "Title VI" in this checklist include Title VI of the Civil Rights Act of 1964 and related authorities that expand or clarify nondiscrimination protections in FAA assisted programs, identified in FAA Order 1400.11 [https://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.current/documentNumber/1400.11].

FAA Title VI Pre-Grant Award Checklist

Submission information

Submission date (Pick a date):

Name of airport sponsor: City of Yakima

Submitter's name: Victoria Baker

Title: City Manager

Phone number: 509.575.6000

Section 1: Questions Concerning Prior Approval of Title VI Program

By selecting "Yes" below, the sponsor certifies that the following documents were provided to, and approved by, the FAA Office of Civil Rights, and documentation of FAA's approval has been received by the sponsor. The FAA Office reviewing this grant application will confirm the FAA's approval of the documents in this Section prior to approving the grant application.

A sponsor that has ***both*** a Title VI* Plan and a Community Participation Plan, ***both*** of which are approved by the FAA and current, and has already received approval for the information outlined in this Checklist, does not need to complete the remaining questions in Sections 2 and 3 of this Checklist.

This information is required based on DOT Order 1000.12C, Ch. II, Secs. 3 and 4 [https://www.transportation.gov/mission/us-department-transportation-title-vi-program].

Criterion	Notes	Response	Comments
1.1 The sponsor has a written Title VI Plan, approved by the FAA Office of Civil Rights, and subsequently adopted by the recipient, and documentation of the approval and adoption.	Sponsors must develop and adopt a Title VI Plan that outlines the recipient's measures to ensure compliance with Title VI. A current Title VI Plan on file with the FAA is sufficient if the Plan is no more than 3 years old. If the sponsor does not have an approved Title VI Plan, select "No" and complete Sections 2 and 3 of this Checklist.	☒ Yes ☐ No	
1.2 The sponsor has a written Community Participation Plan (CPP), or an equivalent public participation plan (PPP), and documented approval or concurrence of the plan from the FAA Office of Civil Rights.	Sponsors must satisfy CPP requirements as a condition of receiving an award of federal financial assistance. To the extent the sponsor has already prepared a PPP as part of planning or other requirements of FAA or DOT, that plan or plans may satisfy the CPP requirement so long as the plan has incorporated the Title VI requirements as provided in DOT Order 1000.12C, Ch. II, Sec. 4(a-j). If the sponsor does not have an approved CPP or PPP, select "No" and answer question 3.5 in Section 3 of this Checklist.	☒ Yes ☐ No	

If the answers to 1.1 and 1.2 above are both "Yes," do *not* complete Sections 2 and 3.

Section 2: Questions Concerning Applicant Data

By selecting "Yes" below, the sponsor certifies that the following documents have been collected in its records prior to submitting this grant application and will be timely made available to FAA staff, including from the FAA Offices of Airports, Chief Counsel, and Civil Rights, upon request.

"Timely available" usually means within 1 week or less, depending on the scope and circumstances. The data should already be available in a format that can be forwarded, as-is. No further data collection or summarization efforts should be necessary to respond to the request.

This information is required by DOT Order 1000.12C, Ch. II, Sec. 2; 49 CFR 21.9; and FAA Order 1400.11.

Criterion	Notes	Response	Comments
2.1 The sponsor has, on file, demographic information for the surrounding community and communities otherwise affected by the sponsor's facilities and operations, including any airport noise and relocations.	At a minimum, data is required for race, color, national origin, and limited English proficiency (LEP) populations. The collected data must include the most current U.S. Census Bureau data, where available, such as American Community Survey data. EJScreen [www.epa.gov/ejscreen] is a useful resource for assessing project areas.	☒ Yes ☐ No	
2.2 The sponsor has, on file, demographic information for beneficiaries. For example, if the applicant is an airport operator, it has collected information for its airport customers.	In most cases, this type of information is available through voluntary disclosures by customers, lessees, community meeting attendees, and businesses seeking opportunities with the applicant. If not applicable or after reasonable efforts, no information was collected, respond, "Yes."	☒ Yes ☐ No	

Criterion	Notes	Response	Comments
2.3 The sponsor has, on file, demographic information for their staff.	In most cases, this type of information is available through voluntary disclosures. See also 49 CFR § 21.5(c). If not applicable or after reasonable efforts, no information was collected, respond, "Yes."	☒ Yes ☐ No	
2.4 The sponsor has, on file, demographic information for individuals who are members of planning or advisory boards overseeing the applicant's programs, including its airport operations (if applicable).	Airport sponsors, the most common FAA grant applicants, commonly have appointed boards or are overseen directly by elected bodies, such as city councils. In addition, input for specific projects or sponsor priorities is often provided by standing appointed committees. If not already available, the information can be requested on a voluntary basis. If not applicable or after reasonable efforts, no information was collected, respond, "Yes."	☒ Yes ☐ No	

Section 3: Questions about the Sponsor's Programs

By choosing "Yes" below, the sponsor certifies that the related statements are true.

This information is required by DOT Order 1000.12C, Ch. II, Secs. 2, 3, and 4.

Criterion	Notes	Response	Comments
3.1 The sponsor's programs, including any airport operations, have been evaluated for potential impact based on race, color, national origin (including limited English proficiency (LEP)), or low-income status as part of an environmental review process consistent with FAA requirements.	Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C). See Title VI of the Civil Rights Act of 1964 [www.justice.gov/crt/fcs/TitleVI]; 49 CFR part 21 [www.ecfr.gov] DOT Order on Environmental Justice [www.transportation.gov/transportation-policy/environmental-justice]	☒ Yes ☐ No	
3.2 The sponsor has evaluated Checklist Section 2 data to identify any potential disparities based on race, color, or national origin (including LEP), as part of an analysis to identify potential discriminatory effects, consistent with FAA requirements.	Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C).	☒ Yes ☐ No	

Criterion	Notes	Response	Comments
3.3 The sponsor has performed a “Four-Factor” LEP analysis for the sponsor’s programs, including its airport operations (if applicable). Plans and procedures and resources are in place to meet the identified LEP needs, consistent with the analysis.	A "Yes" response means yes to both parts of the question. The LEP analysis must be consistent with Executive Order 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to LEP Persons (70 FR 74087, December 14, 2005). See DOT's LEP Guidance [https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance].	☒ Yes ☐ No	
3.4 If the sponsor is an airport sponsor, the FAA Unlawful Discrimination Poster is displayed at its public airport facilities. If the sponsor is ***not*** an airport sponsor, it uses other effective methods to inform its customers, clients, beneficiaries, etc., that it will not discriminate based on race, color, national origin (including LEP), age, sex (including sexual orientation and gender identity), or creed, and of how to file a complaint of discrimination under Title VI against the applicant.	For airport sponsors, areas where the posters should be displayed include, as applicable, airport terminals, fixed base operator facilities, and at businesses that are open to the public and operating on airport property, such as hotels. For larger facilities, posters should be placed so that people can reasonably be expected to see them, no matter where they are in the facility. The poster is available at Airport Civil Rights Program – National Airport Policy and Compliance [https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/national_airport_policy_compliance/]. If applicant is not an airport, the method used to inform the public must be ongoing and documented.	☒ Yes ☐ No	

Criterion	Notes	Response	Comments
3.5 The sponsor's practices for obtaining proactive and meaningful public participation to ensure that (1) beneficiaries, as well as contractors and sub-recipients (if applicable), are adequately informed about how programs, projects, and other activities will potentially affect them, and (2) diverse views are heard and considered throughout all stages of consultation, planning, and decision-making processes.	To demonstrate compliance with Title VI, the sponsor must specifically be able to show how it affords all members of the community equal opportunity to provide input, regardless of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age, in accordance with Title VI, 49 U.S.C. § 47123, Executive Orders 12898 and 13166, DOT Order 5610.2C, and the DOT LEP guidance at 70 FR 74087. Please ***skip*** this question if the sponsor has an FAA-approved community participation plan.	☒ Yes ☐ No	
3.6 Detailed information for all of the sponsor's Title VI lawsuits, investigations, and complaints filed or pending within the last 2 years been uploaded to the FAA Civil Rights Connect System or sent to ACR-4-TitleVI@faa.gov, with receipt acknowledged.	Sponsors must provide the FAA with both the initial notifications for the individual lawsuits, investigation, and complaints, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the lawsuits, investigation, and complaint, and confirmation for resolution of identified deficiencies. See Appendix C to 49 CFR 21, Sub-part (b)(3) [available through www.ecfr.gov]. "Title VI lawsuits, investigations, and complaints" include those alleging discrimination based on race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed or age.	☒ Yes ☐ No	

Criterion	Notes	Response	Comments
3.7 Detailed information for all Title VI oversight activities (including audits, compliance reviews, and assessments for the sponsor) performed or pending within the last 2 years, has been sent to ACR-4-TitleVI@faa.gov, with receipt acknowledged. This requirement does not apply to oversight activities conducted by FAA.	Sponsors must provide the FAA with both the initial notifications for the individual audits, compliance reviews, and assessment, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the audits, compliance reviews, and assessment, and confirmation for resolution of identified deficiencies. See Appendix C to 49 CFR 21, Sub-part (b)(3) [available through www.ecfr.gov].	☒ Yes ☐ No	
3.8 Detailed information for any pending grant applications with Federal agencies other than FAA identified in the grant application.	The information should be included in narrative fields of the pending application.	☒ Yes ☐ No	

U.S. Department of Transportation Federal Aviation Administration

Airports Division Northwest Mountain Region Washington

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

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Dave Zabell
City Manager
Yakima Air Terminal-McAllister Field
129 N Second St
Yakima, WA 98901

Dear Mr. Zabell:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-53-0089-062-2025 at Yakima Air Terminal-McAllister 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 **September 15, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

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

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

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

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 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. Chelsea Branchcomb, (206) 231-4231, chelsea.l.branchcomb@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,

{{Sig_es_:signer1: signature}}

Ryan C. Zulauf
Acting Manager, Seattle Airports District Office

DRAFT

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	**{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}**
Airport/Planning Area	Yakima Air Terminal-McAllister Field Airport
Airport Infrastructure Grant Number	3-53-0089-062-2025 (Contract Number: DOT-FA25NM-113)
Unique Entity Identifier	FJNNX1XFJ9K3

TO: City of Yakima, Washington
(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 September 01, 2025, for a grant of Federal funds for a project at or associated with the Yakima Air Trml/McAllister Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Yakima Air Trml/McAllister Field Airport (herein called the “Project”) consisting of the following:

Improve Terminal Building (54% of phase 3-construction), including installation of acquired baggage claim equipment and public restroom renovations;

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 (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (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 (95) % 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 $1,164,899.

   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
   $1,164,899 for airport development; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   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 except as noted in 49 U.S.C § 47142(b).
      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

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). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

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, policies, and procedures of the Secretary. 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 September 15, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. 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.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

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.

DRAFT

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. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, 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 goods 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 (P.L. 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:

    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.

DRAFT

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 $1,000,000 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 System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

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.**

1. *Posting of contact information.*

a. 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.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

i. Severe forms of trafficking in persons;
ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
iii. The use of forced labor in the performance of this grant; or any subaward; or
iv. Acts that directly support or advance trafficking in persons, including the following acts:
a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
d) Charging recruited employees a placement or recruitment fee; or
e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or

b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with the performance under this Grant; or
         b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

   a. "Employee" means either:

      i. An individual employed by the recipient 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 the recipient 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 requirements.

   b. "Private Entity" means:

i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" 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 120 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 May 01, 2021, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

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 [P.L. 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 its 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.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI

Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and

    b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the

maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471,.any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
(3) any other remedy legally available.

c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

33. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration**. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

35. **Duffy Plaintiff Special Term**. Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe

acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

"[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

36. **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.

37. **Usable Unit of Development**. The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.

DRAFT

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

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

Ryan C. Zulauf

{{N_es_:signer1:title }}

Acting Manager, Seattle Airports District Office

DRAFT

[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 **{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

City of Yakima

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer2:fullname }}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer2:title }}**

(Title of Sponsor's Authorized Official)

DRAFT

[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, **{{N_es_:signer3:fullname}}**, 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 Washington. 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 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); 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 **{{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}

(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, 37, and 40 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 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.) (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. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 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 49 U.S.C. § 47107(a)(16) and (x), 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. The airport owner or operator will maintain a current 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.

b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex 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 Yakima**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (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, all businesses 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 , 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, 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/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of September 01, 2025.

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.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. 13.A.
For Meeting of: August 19, 2025

ITEM TITLE: Preliminary Council Agenda for the September 2, 2025 regular meeting

SUBMITTED BY: Rosalinda Ibarra, City Clerk

SUMMARY EXPLANATION:

Attached is a draft agenda for the September 2, 2025 regular meeting. The agenda items are subject to change depending on changes in circumstance.

ITEM BUDGETED: N/A

STRATEGIC PRIORITY 24-25: An Engaged Yakima

RECOMMENDATION:

ATTACHMENTS:
9-2 Draft Agenda.pdf

AGENDA
YAKIMA CITY COUNCIL
September 2, 2025
City Hall - Council Chambers - 129 N 2nd Street, Yakima, WA
City Council Regular Meeting

5:15 p.m. Executive Session | 5:30 p.m. Regular Meeting | 6:00 p.m. Public Hearings --- This meeting will be conducted in person, live streamed at www.yakimawa.gov/council/agendas-and-minutes/ and telecast live on YPAC, Spectrum Cable Channel 194. You may also participate via Zoom: https://cityofyakima.zoom.us/j/91568596978 or call in by dialing 1 (253) 215-8782 | Webinar ID: 915 6859 6978 | Passcode: 188776

Individuals who wish to provide public comment remotely may submit a Public Comment Request Form online at: www.yakimawa.gov/council/public-comment no later than two hours prior to the start of the meeting. If you wish to provide public comment in-person, fill out a "Request for Appearance" form and hand it to the City Clerk before you address City Council.

DRAFT

Executive Session

Executive Session to discuss pending or potential litigation pursuant to RCW 42.30.110(1)(i)

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Interpreter Services**

4. **Public Comment**
   There will be 35 minutes allotted for public comment with two and a half (2 1/2) minutes per speaker in order to allow as much opportunity as possible for audience participation. Written communication and e-mail messages are strongly encouraged. **State law prohibits electioneering at City facilities. During Public Comment, speakers cannot campaign for or against candidates or support or oppose any ballot measure in any upcoming election.**

5. **Open Discussion for the Good of the Order**

   A. Recognition of Martin Cueva-Ramirez for 20 years of service

6. **Council Reports**

7. **Consent Agenda**
   Items listed are considered routine by the City Council and will be enacted by one motion without discussion. A Council member may request to remove an item from the Consent Agenda and, if approved, it will be placed on the regular agenda for discussion and consideration.

   A. Approval of minutes from the August 19, 2025 City Council regular meeting

B. Project Completion and Contract Acceptance with TTC Construction Inc. for WWTP Primary Digester Pipe Replacement Project WF2805

C. Resolution authorizing contract with Interwest Construction Inc for the Fair Avenue & E Nob Hill Blvd. Intersection Improvements Projects 2143 (Streets Capital Fund) and 2789 (Water Capital Fund)

D. Resolution authorizing a contract extension with Airplanners, LLC. for air service development and consulting services for the Yakima Air Terminal/McAllister Field (Airport Fund)

E. Resolution granting a temporary access easement and right-of-way to Yakima County over property at the City of Yakima Wastewater Treatment Plant for the construction of flood control works for the Gap to Gap Ecosystem Restoration project

F. Resolution authorizing the City Manager and/or the Director of Finance & Budget for the purpose of designating certain expenditures for reimbursement from tax-exempt bonds that may be authorized and approved by the City for issuance in the future.

G. Resolution granting an easement to Yakima County for the construction and maintenance of flood control works for the Gap to Gap Ecosystem Restoration project

H. Resolution adopting Yakima Transit's Development Plan for 2025-2030 and Annual Report for 2024

I. Resolution authorizing an agreement with the Washington State Department of Transportation to fund the Yakima/Ellensburg Commuter Service

J. Resolution authorizing an Interlocal Agreement with Washington Traffic Safety Commission to provide funding for a regional crash team and equipment (No Budgetary Impact)

K. Resolution authorizing an agreement with the Washington Traffic Safety Commission to provide funding for a dedicated DUI officer position (No Budgetary Impact)

8. Public Hearings

9. Department Items

A. Resolution to repeal the Community Crosswalks Policy

B. 2025 Update on Capital Improvement Projects Report

C. Resolution authorizing an agreement with Central Washington Fair Association for Police Staffing at the Central Washington State Fair (No Budgetary Impact)

10. City Manager Update

11. Other Business

12. Adjournment

The next meeting is a City Council study session on September 9, 2025 at 5:00 p.m. in the City Hall Council Chambers.

13. Council General Information

A. Preliminary Council Agendas for the September 9, 2025 study session and the September 16, 2025 regular meeting

DRAFT

Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.

The City provides special accommodations, such as hearing devices, wheelchair space or language interpreters, for City meetings. Anyone needing special assistance please contact the City Clerk's office at (509) 575-6037 at least two business days prior to the meeting. A Council packet is available for review at the City Clerk's Office and on-line at www.yakimawa.gov/council/agendas-and-minutes/

DRAFT